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AGREEMENT BETWEEN

NEW YORK STATE

THRUWAY AUTHORITY

AND

LOCAL 72 NEW YORK STATE

THRUWAY EMPLOYEES

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS



NEGOTIATING UNIT 1

RECEIVED MARCH 19, 2009 - 5/3/12
NEW YORK STATE
THRUWAY AUTHORITY
RELATIONS SECTION

JUL 2 2009

ADMINISTRATIVE

2909

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**AGREEMENT BETWEEN
NEW YORK STATE THRUWAY AUTHORITY
AND
LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR NEGOTIATING UNIT I**

AGREEMENT made as of the NINETEENTH DAY OF MARCH, 2009, by and between the New York State Thruway Authority (hereinafter referred to as the "Authority") and Local 72, New York State Thruway Employees, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), acting as the duly certified collective negotiating representative of all employees, including Part-Time Toll Collectors but excluding other part-time, seasonal and short-term temporary employees, in the following titles, who comprise Negotiating Unit I of the employees of the Authority, but including those employees retaining permanent status in Unit I who have been temporarily appointed or promoted to titles assigned to another Negotiating Unit:

Accountant Aide
Accountant Aide Trainee 1
Accountant Aide Trainee 2
Administrative Aide
Artist Designer 3
Automotive Body Mechanic
Bridge Electrician
Bridge Painter
Bridge Painter Trainee 1
Bridge Painter Trainee 2
Bridge Patrol Operator
Bridge Repair Assistant
Bridge Repair Assistant ITP
Bridge Repair Assistant Trainee 1
Bridge Repair Assistant Trainee 2
Bridge Repair Mechanic
Bridge Rigger
Bridge Welder
Calculations Clerk 1
Calculations Clerk 2
Carpenter
Chauffeur
Cleaner
Clerk 1
Clerk 2
Computer Operator
Computer Operator Trainee
Construction Equipment Operator (Heavy)
Construction Equipment Operator (Light)

Construction Equipment Operator (Light) ITP
Construction Equipment Operator (Light)
Trainee 1 (6)
Construction Equipment Operator (Light)
Trainee 1 (18)
Construction Equipment Operator (Light)
Trainee 2
Crane and Shovel Operator
Data Entry Machine Operator
Data Entry Machine Operator Trainee
Data Processing Clerk 2
Drafting Aide
Drafting Technician
Dredge Crane Operator
Electrician
Electronic Equipment Mechanic
Engineering Technician
General Mechanic
Grounds Worker
Janitor
Keyboard Specialist (except secretaries to Assistant
Personnel Director, Associate Personnel Administrator and
Thruway Budget Supervisor)
Laborer
Machinist
Mail and Supply Clerk
Maintenance Assistant
Maintenance Assistant (Electrician)
Maintenance Assistant (Mechanic)
Maintenance Assistant (Plumber)
Maintenance Assistant (Roofers and Tinsmith)
Mason and Plasterer
Motor Equipment Mechanic
Motor Vehicle Operator
Moveable Barrier Operator
Offset Printing Machine Operator
Offset Printing Machine Operator Trainee
Painter
Photographer 1
Photographer 2
Plumber and Steamfitter
Principal Clerk (except Thruway Office
Services Assistant)
Principal Mail and Supply Clerk
Principal Offset Printing Machine Operator
Principal Stenographer (except secretary in
Executive Director's Office)
Purchasing Assistant 1
Radio Dispatcher

Refrigeration Mechanic
 Roofer and Tinsmith
 Secretary 1 (except secretaries to Director
 of Planning, Personnel Director, DEPUTY DIVISION DIRECTOR
 and Director of Labor Relations)
 Secretary 2 (except secretaries to
 General Counsel, Director of Internal
 Audit, Director of Administrative Services,
 DIRECTOR OF ENGINEERING SERVICES, Director of Human
 Resource Management, Director of General
 Services, Director of Thruway
 Finance and Affirmative Action Officer)
 Section Clerk
 Senior Computer Operator
 Senior Data Entry Machine Operator
 Senior Drafting Technician (Architectural)
 Senior Drafting Technician (General)
 Senior Engineering Technician
 Senior Engineering Technician (Water
 Pollution Control)
 Senior Mail and Supply Clerk
 Senior Offset Printing Machine Operator
 Senior Stenographer (except secretaries to
 Assistant Counsel, Associate Counsel,
 Senior Attorney, Director of Internal
 Audit)
 Senior Typist
 Service Area Equipment Operator
 Service Area Equipment Operator Trainee 1
 Service Area Equipment Operator Trainee 2
 Service Area Mechanic
 Sheet Metal Worker
 Sign Painter
 Sign Shop Worker
 Sign Shop Worker Trainee
 Stores Clerk 1
 Stores Clerk 2
 Supply Assistant
 Tender Captain
 Thruway Maintenance Worker
 Thruway Maintenance Worker Trainee 1
 Thruway Maintenance Worker Trainee 2
 Thruway Maintenance Worker Trainee 3
 Thruway Tug Captain
 Toll Collector
 Toll Collector - Part-Time
 Toll Equipment Mechanic
 Toll Equipment Modification Specialist
 Welder

ARTICLE 1
Statement of Joint Purpose

The parties to this Agreement affirm their understanding that the Authority is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce and the national defense. It is the declared purpose of this Agreement to maintain and improve the quality and efficiency of Authority facilities and services, mindful of the public need for economic transportation, the employee need for fair compensation, working conditions and benefits, and the obligations of the Authority under State and other laws and its covenants with the holders of its bonds. To this end, the Authority and the Union join themselves together to observe in good faith the terms of this Agreement.

ARTICLE 2
Recognition

The Authority, pursuant to the Public Employees' Fair Employment Act, recognizes the Union as the sole and exclusive representative of all employees in Negotiating Unit I, for the purpose of collective bargaining negotiations for wages, hours of work, fringe benefits and other terms and conditions of work.

ARTICLE 3
Term of Agreement

The term of this Agreement will be from the date hereof to the close of business JUNE 30, 2012.

Negotiations for new proposals shall commence in MARCH, 2012.

ARTICLE 4
Payroll Deductions for Dues, Insurance or Credit Unions, Direct Deposit, Flexible Spending Accounts, And College Savings Plan

- A. The Authority shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt from the Union of individual written authorization cards executed by an employee for that purpose and bearing the employee's signature. The Authority shall also deduct payments to any state employee's federal credit union and group life, automobile and homeowner's insurance premiums in accordance with applicable statutes. Authorizations may be filed or withdrawn at any time by an employee upon written notice

to the Director of Thruway Finance in accordance with regulations promulgated by said Director. The Authority agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

- 4.B. The Authority will offer to employees the opportunity to participate in a Direct Deposit Program as follows:
1. Employees may choose to deposit either a flat amount or percentage (up to 100%) of each paycheck to be automatically deposited in an account of any financial institution of their choice provided the financial institution is a member of the New York State Automated Clearing House (ACH).
 2. Employees may elect to have funds deposited to multiple qualifying financial institutions.
- C. The Authority will offer to employees the opportunity to participate in the New York State College Savings Plan.
- D. The Authority will provide employees with a pre-tax contribution program for health insurance deductions.
- E. The Authority will offer employees the opportunity to participate in the Flexible Spending Account program.

ARTICLE 5 Employee Organization Rights

A. Chief Shop Stewards/Shop Stewards

The Authority recognizes the right of the Union to designate Chief Shop Stewards, Shop Stewards and alternates.

The authority of Chief Shop Stewards, Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities at the Steward's work location:

1. Stewards after receiving authorization from their respective supervisors, shall be permitted a reasonable amount of leave with pay to investigate, present and process grievances on the property of the Authority. The Union will reimburse the Authority for the salaries of Toll Collection Stewards granted such leave on a quarterly basis;
2. Should the Steward be directed by the Authority's representative to meet with that representative before or after the work day to discuss the resolution of a grievance, the

Authority will pay the Steward up to one hour of overtime for such discussions;

5.A.3. The collection of dues when authorized by appropriate local union action; provided it is not done during working hours;

4. The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information

a. Have been reduced to writing, or

b. If not reduced to writing, are of a routine nature and do not interfere with the normal operations of the work unit.

5.B. Labor/Management Meetings

The Authority agrees to meet periodically with representatives of the Union to discuss matters of mutual interest. Such meetings will be held so far as practicable during working hours and will include not more than four Authority employees as representatives of the Union except that the Union may occasionally, in submitting the proposed Agenda, request that additional Authority employees be allowed to attend such meetings, setting forth its reasons for such request. In such case, the Authority may grant leave with pay for such additional Authority employees as are deemed necessary for the expeditious conduct of the meeting, not to exceed a total of six such additional employees. Employees working other than the II Shift will be granted compensatory time off with pay during their shift, including actual and necessary travel time not to exceed 6.5 hours each way.

The parties agree to discuss the following item in the context of Labor/Management Meetings:

1. Any possible inequities caused by the Authority's participation in the State of New York's Consolidation of Titles.

5.C. Information to the Union Concerning Employees in this Negotiating Unit.

The Authority agrees to furnish the Union's President, semi-annually, with the name, social security number, home address and payroll item number of each employee in each division.

The Authority further agrees to furnish the Union the following information, biweekly, on a change card or change list basis, for members and non-members of the Union:

Negotiating Unit
First Initial

Middle Initial
Last Name
Street
City
State
Department
Item Number
Union Dues/Agency Shop Fees Deduction
Automobile-Homeowners' Insurance Deduction
Life Insurance Deduction
Social Security Number
Zip Code

The Union covenants and agrees it will hold harmless the Authority, its officers, agents and employees, of and from any and all claims and damages whatsoever in law or in equity arising from or out of or in any way connected with furnishing such list by the Authority to the Union, including the payment of attorney's fees and all other necessarily and actually incurred expenses relating thereto.

5.D. Employees to be Furnished Copies of this Agreement

The Authority agrees to pay for the cost of printing this Agreement and will supply sufficient copies to the Union for distribution to all employees of the Authority.

New employees will be given a copy of this Agreement at the time they are hired. Extra copies of this Agreement will be available at Administrative Headquarters and Division Headquarters and will be provided to the Chief Shop Stewards.

5.E. Leave for Union Purposes

1. The Authority agrees to provide Employee Organizational Leave with Pay for five (5) Union designees for the duration of the Agreement.

It is agreed that the Union's designees' leave credits will continue to be frozen at the levels already in existence as of the date of this Agreement.

2. The Authority agrees to provide Employee Organizational Leave with pay of 80 hours per month for Union designees to service the membership. The Union will reimburse the Authority for the salaries of these employees for such leave on a quarterly basis.
3. The Authority agrees to provide Employee Organizational Leave with Pay for members of the Union's Executive Board (five in number) nine days leave annually for a total of 45 days to attend

Executive Board of Directors Meetings. The Union will reimburse the Authority for salaries of these employees for such leave on a quarterly basis. Additional Employee Organizational Leave Without Pay for Union purposes may be granted by the Authority's Director of Labor Relations for members of the Union's Executive Board.

- 5.E.4. The Employee Organizational Leave with Pay mentioned above is subject to advance notice of at least two working days and the determination that an eligible employee requesting such leave can be released from duty without impairing Authority operations.

5.F. Leave with Pay for Negotiations and Prenegotiations

The Authority agrees to grant Employee Organizational Leave with Pay to not more than six employees of the Authority in this Negotiating Unit designated by the Union for collective negotiating meetings (which includes actual and necessary travel time, not to exceed 6.5 hours each way) with the Authority which take place at any time during a calendar day on which the employee is regularly scheduled to work.

The parties agree to endeavor to schedule such negotiating meetings at times when no employee representative is scheduled to work Shift I on the day of the meeting or the following day. If such a conflict cannot be avoided, the Authority agrees to grant such employee representative Employee Organizational Leave with Pay for both such days.

The Authority also agrees to grant no more than 350 hours of employee organizational leave with pay per contract period only to Authority employees in this Negotiating Unit designated by the Union to participate in prenegotiating meetings, including actual and necessary travel time not to exceed 6.5 hours each way, held prior to the opening of negotiating sessions specified in Article 3 to determine the wishes of the Unit concerning improvements sought.

In the event such negotiating or prenegotiating meetings are held on an employee representative's scheduled day off, Monday through Sunday, such employee representative will be granted compensatory time off. For the purposes of this paragraph F. only, a shift beginning at 11:00 p.m. shall be considered as being in the next succeeding calendar day.

Employee Organizational Leave with Pay for the aforementioned purposes will be granted by the Authority subject to the conditions specified in Article 5.E.4. above except that the time periods specified shall be at least 24 hours in advance of such negotiating or prenegotiating meetings.

5.G. Use of Authority Facilities by the Union

1. The Authority agrees to grant permission for the Union to use appropriate Authority facilities for meetings of employees in this Negotiating Unit subject to the availability and security of suitable space. The Union agrees to reimburse the Authority for any damages to such property in connection with such permission and/or as a result of such meetings.
2. The Authority agrees to allow the Union Officers and Chief Shop Stewards reasonable use of the Authority's courier service for transmitting Union literature.
3. The Authority will also permit Union Officers and Chief Shop Stewards reasonable use of designated Authority telephones for Union business, subject to and in accordance with the approval of the appropriate supervisor, which will not be unreasonably withheld.

5.H. Access by Authority Employees to Union Representatives

The Authority agrees to grant employees in this Negotiating Unit reasonable access during working hours to Union representatives to discuss grievances as provided in the Grievance Procedure set forth in Article 14 of this Agreement, and for such representatives to explain Union membership, services and programs. During a challenge, however, access to explain Teamster membership services and programs will be permitted only to Teamster representatives. Any such arrangements must ensure that such access be with the permission of the appropriate supervisor, consistent with the safe and efficient conduct of Authority operations, not interfere with work duties or work performance and not extend to meetings with employees while at work in toll booths, or on the highway, interchange ramps or bridges. Such consultations, except to discuss grievances, are not to be more than 15 minutes per employee per month, and are not to exceed an average of 10% per month of the employees in the work unit to which access is sought.

5.I. Agency Shop

1. Employees have the right to join, not join, maintain or cancel their membership in the Union at any time. Neither the Authority nor the Union shall exert any pressure upon an employee to join or not join the Union.
2. The Union is required to represent all employees in this bargaining unit fairly and equally.
3. In accordance with Civil Service Law, Section 208, the Authority agrees to deduct from the employees' salaries who are not members of the Union, an amount of money equal to the regular

and usual dues that are paid by employees in the bargaining unit who are members of the Union. Such payments shall start 31 days following the date of employment.

5.J. Copy of Publications

The final version of all Procedures, Bulletins, Instructions, Directives and Policy Statements which affect employees in this Negotiating Unit and which are created to implement this Agreement shall be given to the Union eight (8) work days prior to publication. The Union shall have eight (8) work days in which to make a written response. If the Authority has not received a written comment from the Union by the end of the eight (8) work day period, the document will be published as written.

5.K. Bulletin Boards

The Authority agrees to provide locked bulletin boards for the exclusive use of the Union at each permanent work location to which employees are assigned. The Union agrees that postings will be limited to official notices, pamphlets and bulletins. The Union further agrees not to post on such bulletin boards any material which in the opinion of the Authority, is defamatory, obscene, scandalous or scurrilous.

ARTICLE 6

Management Responsibilities

The parties agree that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Authority. These rights include, but are not limited to, the right (a) to determine the mission, purposes, objectives and policies of the Authority, and to direct employees of the Authority; (b) to select, recruit, appraise, train, deploy, utilize, hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take disciplinary action against such employees; (c) to relieve employees from duties because of lack of work or for other legitimate purposes in accordance with the appropriate provisions of the New York State Civil Service Law (principally Section 80 and following), and Rules and Regulations applicable to the Authority and promulgated by the Department of Civil Service; (d) to maintain the discipline and efficiency of the employees and the operation of the Thruway system; (e) to determine the methods, means (including size and type of equipment), schedules, procedures and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Authority.

These rights shall be exercised consistent with the contract and legal requirements. The Union or the employee, as the case may be, may question the exercise of such management rights through the mechanisms provided by law and the provisions of this Agreement.

ARTICLE 7
Union Responsibilities

The Union agrees that it will not strike against the Authority, cause, instigate, assist or participate in any such strike, or impose an obligation to conduct, assist or participate in any such strike, and will exert its best efforts to prevent and terminate any such strike activities. The Union further agrees that it will not unlawfully interfere with, restrain or coerce an Authority employee in the exercise of the rights of the employee to form, join and participate in or to refrain from forming, joining or participating in any employee organization of the employee's own choosing or cause, or attempt to cause the Authority to do so. The Union further agrees that it will not participate in or induce an Authority employee to participate in secondary boycott, secondary recognition or hot cargo activities or wrongful recognition picketing and will exert its best efforts to prevent and terminate any such activities.

ARTICLE 8
Salaries and Salary Benefits

8.A. Salary

1. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2008, THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.
2. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2009 THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.
3. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2010, THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.
4. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2011, THE UNIT 1 SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.

8.B. Retroactivity

It is agreed that employees who retire or who are promoted to another Bargaining Unit prior to MARCH 19, 2009 will be eligible for any retroactive monies due them. Such general salary increase retroactivity also applies to overtime and out-of-title earnings. Employees who are terminated or resign prior to MARCH 19, 2009 will not be eligible for such monies.

8.C. Service Award Payments

1. Ten Year Service Award

- a. Upon completion of ten years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus \$.75 (for 40 and 20 hour employees) or \$1,502 (for 37.5 hour employees) will receive a Ten Year Service Award Payment of either (i) \$.75 per hour or \$1,502 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus \$.75/\$1,502. This service award will be effective on the employee's tenth anniversary of Authority service.
- b. Employees with ten years of Authority service who have not received the Ten Year \$.75/\$1,502 Service Award Payment will hereafter be eligible for such payment or portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus \$.75/\$1,502.

2. Fifteen Year Service Award

- a. Upon completion of fifteen years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus \$1.20 (for 40 and 20 hour employees) or \$2,443 for 37.5 hour employees) will receive a Fifteen Year Service Award Payment of either (i) \$.45 per hour or \$941 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus \$1.20/\$2,443. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's fifteenth anniversary of Authority service.
- b. Employees with fifteen years of Authority service who have not received the Fifteen Year \$.45/\$941 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus \$1.20/\$2,443.

3. Twenty Year Service Award

- a. Upon completion of twenty years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus \$1.68 (for 40 and 20 hour employees) or \$3,446 (for 37.5 hour employees) will receive a Twenty

Year Service Award Payment of either (i) \$.48 per hour or \$1,003 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus \$1.68/\$3,446. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's twentieth anniversary of Authority service.

- b. Employees with twenty years of Authority service who have not received the Twenty Year \$.48/\$1,003 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus \$1.68/\$3,446.

8.C.4. Twenty-Five Year Service Award

- a. Employees with twenty-five years of Authority service whose salaries do not exceed the Job Rate of the grade plus \$2.18 (for 40 and 20 hour employees) or \$4,491 (for 37.5 hour employees) will receive a twenty-five year service award payment of either (i) \$.50 per hour or \$1,045 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus \$2.18/\$4,491. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's twenty-fifth anniversary of Authority service.
- b. Employees with twenty-five years of Authority service who have not received the Twenty-Five Year \$.50/\$1,045 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus \$2.18/\$4,491.

5. Thirty Year Service Award

- a. Employees with thirty years of Authority Service whose salaries do not exceed the job rate of the grade plus \$2.43 (for 40 and 20 hour employees) or \$4,991 (for 37.5 hour employees) will receive a thirty year service award payment of either (i) \$.25 per hour or \$500 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the job rate at such time and thereafter, plus \$2.43/\$4,991. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's thirtieth anniversary of Authority Service.

- b. Employees with thirty years of Authority Service who have not received the thirty year \$.25/\$500 service award payment will hereafter be eligible for such payments or a portion thereof, when promoted, as provided in paragraph a.: provided their salary upon promotion does not exceed the job rate of the new position plus \$2.43/\$4,991.

8.C.6. Continuous service for the above Service Award Payments is defined as employment with the Authority from the date of first appointment to an Authority position excluding all periods of unsatisfactory service or part-time employment. A leave of absence without pay will not constitute a break in continuous service, however, a leave without pay for more than six months, except for military duty, will not be counted as Authority service. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted when the employee

- . voluntarily terminates their employment;
- . is discharged for just cause;
- . abandons their job (see Article 15 for definition); or
- . is terminated from temporary or seasonal employment and is not reemployed within 30 calendar days.

- 7. This Service Award Payment will be paid for all hours worked and will be part of the employee's salary for retirement purposes and for the computation of overtime, but not for promotions or the calculation of future salary increases.

8.D. Advancement Through the Salary Schedule

- 1. Employees whose service is deemed satisfactory will advance through the schedule as follows:
 - a. From the Hiring Rate to Step 1 - 1 year
 - b. From Step 1 to Step 2 - 1 year
 - c. From Step 2 to Step 3 - 1 year
 - d. From Step 3 to Step 4 - 1 year
 - e. From Step 4 to Step 5 - 1 year.
 - f. From Step 5 to Step 6 (job rate) – 1 year.

- 8.D.2. Employees will advance through the Salary Schedule in accordance with Article 8.D.1. above except that the Authority will continue the present Advance Increment Program for Salary Grade 8C and 8M for all employees presently enrolled in the program and those who have completed the program prior to July 2, 1981.

The Advance Increment Program was eliminated on July 2, 1981 for those employees hired or promoted to the title of Construction Equipment Operator (Light) or Maintenance Assistant (Mechanic) on that date and thereafter.

3. The period for the determination of satisfactory service shall be dependent on the employee's step in the salary schedule.

For those employees whose salaries exceed the salary schedule, the period for determination of satisfactory service shall be annually.

Trainee Salary Schedule

<u>GRADE</u>	<u>TITLE</u>	<u>07/01/2008</u>	<u>07/01/2009</u>	<u>07/01/2010</u>	<u>07/01/2011</u>
AC1	Accountant Aide Trainee 1	28,130	28,974	29,843	31,037
AC2	Accountant Aide Trainee 2	30,833	31,758	32,711	34,019
CO	Computer Operator Trainee	26,824	27,629	28,458	29,596
DO	Data Entry Machine Operator Trainee	23,520	24,226	24,953	25,951
OO	Offset Print Machine Operator Trainee	22,647	23,326	24,026	24,987
BP1	Bridge Painter Trainee 1	13.18	13.58	13.99	14.55
BP2	Bridge Painter Trainee 2	14.66	15.10	15.55	16.17
SO1	Service Area Equip Oper Trainee 1	13.18	13.58	13.99	14.55
SO2	Service Area Equip Oper Trainee 2	14.66	15.10	15.55	16.17
SSW	Sign Shop Worker	12.14	12.50	12.88	13.40
TM1	Thruway Mtce Worker Trainee 1 **	12.62	13.00	13.39	13.93
TM1	Thruway Mtce Worker Trainee 1 ** NY	15.07	15.52	15.99	16.63
TM2	Thruway Mtce Worker Trainee 2 **	14.06	14.48	14.91	15.51
TM2	Thruway Mtce Worker Trainee 2 ** NY	16.50	17.00	17.51	18.21
TM3	Thruway Mtce Worker Trainee 3 **	15.38	15.84	16.32	16.97
TM3	Thruway Mtce Worker Trainee 3 ** NY	17.82	18.35	18.90	19.66

NOTE: Upon Completion of the traineeship, employees are advanced to the hiring rate of the graded position except for Bridge Painter Trainee 2, Service Area Equipment Operator Trainee 2, and Thruway Maintenance Worker Trainee 3 who will advance to Step 2 of the graded position.

**Graded employees who transfer to a Thruway Maintenance Worker Traineeship will either maintain their graded status or will receive the appropriate Trainee rate, whichever is greater.

8.E. Promotions

1. An employee, upon promotion, will be advanced to the hourly/annual rate in the new position which is next higher than the hourly/annual rate in the present position. However, if this results in the employee receiving less than \$.40 for 20/40 hour employees or \$800 for 37.5 hour employees, the employee's salary will be advanced to the next higher hourly/annual rate of the new position.
2. An employee reappointed or repromoted to a grade level formerly held in this Negotiating Unit within 365 calendar days shall not receive a salary rate less than the rate received when the employee last left that grade as increased by this Agreement.
3. The parties agree, if upon promotion, the minimum increase of \$.40 for 20/40 hour employees or \$800 for 37.5 hour employees in accordance with Article 8.E.1 would cause an employee's salary to exceed the Job Rate of the position to which the employee is promoted, the employee's salary would be advanced to the Job Rate of the higher level position and the remainder of any monies due the employee to provide the full minimum increase would be paid as a one-time non-recurring bonus.

8.F. Full Minimum Salary Increase Upon Promotion

The annual/hourly salary of a full-time employee in this Negotiating Unit holding a position to which the employee is or was appointed or promoted on or after the date of this Agreement from a lower grade position will not be less than the annual salary the employee would be receiving in such position had the employee first entered Authority service by open competitive appointment to such position on the date of the appointment or promotion to such position.

8.G. Night Shift Differential

1. Eligible Administrative Headquarters Employees
 - a. When a calendar day includes at least two consecutive full-time (at least 7.5 hours) workdays during which employees perform similar duties, each workday constitutes a shift, and the employees who work such shifts are shift employees.
 - b. A night shift is any shift more than four hours of which are outside regular day shift hours, and a shift employee who works such a shift, whether on straight time or

overtime, shall receive the night shift differential.

- 8.G.1.
- c. The Authority agrees to provide a night shift differential at the rate of \$3.00 per shift for the III Shift and \$4.50 per shift for the I Shift to each full-time (at least 37.5 hours per week) shift employee.
 - d. When a shift employee works less than a full night shift on overtime, a pro rata share of such differential shall be paid for each full hour of such work.
 - e. An employee whose regular workday, though not a shift, includes more than four hours outside regular day shift hours shall receive the night shift differential for the entire workday.
 - f. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

2. All Maintenance Employees and Couriers

- a. SUCH EMPLOYEES WILL RECEIVE A NIGHT DIFFERENTIAL OF \$3.20 FOR THE III SHIFT AND \$4.80 FOR THE I SHIFT. FOR THOSE EMPLOYEES WHO DO NOT WORK A FULL 8 HOUR I SHIFT OR III SHIFT, THEY WILL RECEIVE A PRO-RATED AMOUNT OF NIGHT DIFFERENTIAL FOR EACH FULL HOUR OF WORK PERFORMED ON THE I SHIFT OR III SHIFT.
- b. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.
- c. MAINTENANCE EMPLOYEES ASSIGNED TO THE TAPPAN ZEE BARRIER CREW WILL RECEIVE A SHIFT DIFFERENTIAL OF \$.40 PER HOUR FOR EACH FULL HOUR OF WORK BETWEEN 3:00 P.M. AND MIDNIGHT, AND \$.60 PER HOUR FOR EACH FULL HOUR OF WORK BETWEEN MIDNIGHT AND 7:00 A.M.

3. Toll Collectors

- a. Such employees will receive a shift differential of \$.40 per hour for each full hour of work between 3:00 p.m. and 11:00 p.m. and \$.60 per hour for each full hour of work between 11:00 p.m. and 7:00 a.m.
- b. The night shift differential will be paid two pay periods

after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

8.G.4. Clerical employees

- a. Clerical employees shall be eligible for night shift differential for each full hour of work outside of their regular 11 shift between 5 p.m. and 12 a.m. at the rate of \$0.40 an hour and \$0.60 an hour between 12 a.m. and 7 a.m.
 - b. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.
5. Where employees work fewer days of longer hours pursuant to article 11.A.2.c. And where such extended workdays involve normal night shift hours, night shift differential will not be paid to those employees.

8.H. Location Differential

The Authority agrees to provide a location differential as follows:

1. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2008, THE LOCATION DIFFERENTIAL FOR BRONX, ROCKLAND OR WESTCHESTER COUNTIES WILL BE INCREASED TO \$1,850 PER YEAR AND EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES OCTOBER 1, 2008 TO \$3,026 PER YEAR. EFFECTIVE THE PAY PERIOD THAT INCLUDES JULY 1, 2008, THE MID-HUDSON ADJUSTMENT FOR EMPLOYEES IN DUTCHESS, PUTNAM OR ORANGE COUNTIES WILL BE INCREASED TO \$1,000 PER YEAR AND EFFECTIVE THE PAY PERIOD THAT INCLUDES OCTOBER 1, 2008 TO \$1,513 PER YEAR. Employees whose workstation is in Monroe County who were previously eligible for the location differential will continue to receive \$200 annually.
2. This differential will be paid biweekly and will be considered to be part of the salary for retirement purposes and for computer overtime rates. The payment of this differential will be rescinded if an employee's work station changes to a county in which this location differential is not currently being paid. Should two of the four New York State Negotiating Units provide a location differential for Erie County, the Authority will also.

8.I. Reallocation, Reclassification and Unsatisfactory Ratings

- 1. The parties agree that the Union will have the right to represent an employee in this Negotiating Unit, at the employee's request, in processing a request for reallocation of the salary grade or reclassification of the employee's position. This includes the opportunity to discuss the reallocation or reclassification request with the Authority's Compensation Committee.**
- 2. No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position the employee holds by permanent employment.**
- 3. Unsatisfactory Performance Rating Appeals Process**

If an employee does not agree with an Unsatisfactory Performance Rating, the employee may submit the matter to the Authority's Director of Personnel. The appeal must be submitted in writing and no later than 14 calendar days from receiving the Unsatisfactory Performance Rating.

As soon as practicable, but no later than sixty (60) days after receipt of the employee's appeal, the Director of Personnel shall convene a meeting of the Unit 1 Unsatisfactory Performance Rating Appeal Board (Board) to review the evaluation and the employee's written objections or arguments. The Board shall consist of the Local 72 President or designee, the Thruway Authority's Director of Administrative Services and the Thruway Authority's General Counsel. The Board shall designate a Chairperson prior to convening. The designated Chairperson will rotate each time the Board convenes.

Within seven (7) days after the meeting, the Chairperson shall issue a written response to each appeal. The response will state only whether the appeal was affirmed or denied. The determination of the Board shall be based upon a majority vote and will be final and binding. The vote will remain confidential.

The Authority shall attach the Board's written response to the original Report of Unsatisfactory Service. The Authority shall mail copies of the response to the appellant and the President of Local 72.

Disputes arising as a result of an Unsatisfactory Performance Rating or appeal or with respect to the procedure of the Board will not be subject to the grievance procedure set forth in Article 14 but rather, will be addressed by the Board. Decisions reached by the Board regarding all disputes are final and binding.

ARTICLE 9
Retirement

9.A. Retirement Benefits for Authority Employees

The Authority will provide to employees in this Negotiating Unit the retirement benefits made available to participating employers by Chapters 1046 and 1047 of the Laws of 1973. Should these Retirement Benefits be altered in any way by the Laws of 1977, the parties may discuss, but not negotiate, such alterations.

9.B. Survivor's Benefit for Retired Employees

The Authority agrees to provide a survivor's benefit of \$3,000 for retired employees administered pursuant to the Regulations Governing the Survivor's Benefit Program for Authority employees.

9.C. Written Waiver

The Authority agrees to require all employees in this Negotiating Unit for whom membership in the New York State Employees' Retirement System is optional and who choose not to join the Retirement System to acknowledge in writing waiver of membership.

9.D. Deduction from Retirement Allowances for Union Dues and Life Insurance Premiums

The Authority agrees to continue to honor individual written authorizations by retired employees to have Union dues and/or cost of Union life insurance premiums deducted from their retirement allowance checks.

The parties agree that any or all such deductions may be terminated by the employee, by filing written notice of such termination in a form acceptable to the State Comptroller, or by the Authority in the same manner, should the Union cease to be the representative of all employees in this Negotiating Unit for collective negotiating purposes.

9.E. Health Insurance Deferral In Retirement

In accordance with the NYSHIP Rules and Regulations, an employee retiring from Authority service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

ARTICLE 10
Insurances/Welfare Fund

10.A. Health Insurance

1. The Authority agrees to elect to participate, pursuant to the provisions of Section 163(4) of the New York State Civil Service Law, in the Health Insurance Program for New York State Employees and Employees of Local Subdivisions in New York State, as it may from time to time be amended, and to pay 100% of the cost of the individual and dependent coverage for those enrolled in the Empire Plan. The Authority further agrees to pay, for those enrolled in the H.I.P., C.H.P. Plans and HMO, up to the same dollar amounts as for the Empire Plan.
2. Prescription drug, dental, vision and life insurance coverage will continue to be provided to all eligible Unit I employees through the Teamsters Local 72 Welfare Fund.
3. For those employees appointed to a position in this Negotiating Unit on January 1, 1983 and thereafter, the Authority will pay, during the first year of employment, 80% of the individual or individual and dependent coverage, whichever is appropriate for active employees enrolled in the various Health Insurance Plans available to employees in this Negotiating Unit through the New York State Health Insurance Program. During the second year of employment, the Authority will pay 90% of the individual or individual and dependent health insurance coverage. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

For those employees newly appointed to a position in this Negotiating Unit on April 4, 1996 and thereafter, the Authority will pay, during the first four years of employment, 75% of the individual or individual and dependent coverage, whichever is appropriate for active employees enrolled in the various health insurance plans available to employees in this Negotiating Unit through the New York State Health Insurance Program. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

For those employees with Authority service prior to April 4, 1996, payment for coverage shall be according to the terms in effect prior to April 4, 1996.

For those employees new to the Authority after October 20, 2005, the Authority will contribute 90% of the cost of individual

coverage and 75% of the cost of dependent coverage for the Empire Plan. For such employees, the Authority further agrees to pay, for those enrolled in the HMO plans, up to the same dollar amounts as for the Empire Plan. Service with the NYS Canal Corporation will be deemed Thruway Authority service for health insurance purposes. Part-Time Toll Collectors and other employees appointed to their positions with the Authority on or before October 20, 2005 are not considered, "employees new to the Authority," for the purpose of health insurance, provided such employees have had continuous service with the Authority between October 20, 2005 and the date of eligibility for health insurance coverage.

10.A.4. Both parties are concerned with the rising cost of the State Health Insurance Plans. During the term of this Agreement, the Authority will investigate the feasibility of providing the present medical benefits through an alternate provider or self-insuring such benefits.

5. If during the term of this Agreement an alternate provider acceptable to both parties is found or it is agreed by both parties that self-insurance will provide cost effective savings with comparable benefits, then the health insurance benefits will be transferred to such provider or provided through self-insurance.

6. If the investigation does not identify an alternate provider which can provide comparable benefits or if it is determined that self-insurance will not provide comparable benefits at equal cost or less cost, the parties will discuss in the next negotiations various means through which future health costs can be met.

7. Health Insurance Opt-Out Option

Available to any employee eligible for health insurance who is on the payroll prior to October 20, 2005 who decides to opt for no health insurance coverage, will be paid on an annual basis, at the end of the coverage year, \$750 for opting out of individual coverage and \$1500 for opting out of dependent coverage. Effective November 22, 2005 the opt-out payment will be increased to \$1500 for individual coverage and \$3000 for dependent coverage on an annual basis. Employees choosing this option must demonstrate to the authority's satisfaction that they are otherwise insured. Employees hired on or after October 20, 2005, who have been enrolled in the Authority's health insurance plan for ten (10) years, and can demonstrate to the Authority's satisfaction that they otherwise have health insurance coverage and receive \$500 on an annual basis for opting out of individual coverage and \$1000 on an annual basis

for opting out of dependent coverage. Part-Time Toll Collectors and other employees appointed to their positions with the authority on or before October 20, 2005 are not considered, "employees new to the Authority," for health insurance purposes provided such employees have had continuous service with the Authority between October 20, 2005 and the date of eligibility for health insurance coverage.

Changing from dependent to individual coverage will not qualify an employee for any payment under this provision.

10.B. Welfare Fund

EFFECTIVE JULY 1, 2008, THE AUTHORITY AGREES TO INCREASE ITS ANNUAL CONTRIBUTION PER ELIGIBLE EMPLOYEE TO THE TEAMSTERS LOCAL 72 WELFARE FUND TO \$2,798. EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JULY 1, 2009, THE ANNUAL CONTRIBUTION IS INCREASED TO \$2,966. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2010, THE ANNUAL CONTRIBUTION WILL BE INCREASED TO \$3,144. EFFECTIVE WITH THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2011 THE ANNUAL CONTRIBUTION WILL BE INCREASED TO \$3,333.

Employees new to the Authority after October 20, 2005 will contribute \$40.00 per month toward the Welfare Fund.

Part-Time Toll Collectors and other employees appointed to their positions with the Authority on or before October 20, 2005 are not considered "employees new to the Authority" for the purposes of Welfare Fund contributions and will not contribute to the Welfare Fund upon becoming eligible to participate in the Welfare Fund provided such employee has had continuous service with the Authority between October 20, 2005 and the date of eligibility for the Welfare Fund.

The term "employee" shall mean each employee in this Negotiating Unit eligible to participate in the New York State Health Insurance Program. The term "employee" shall not mean seasonal employees, employees whose employment is expected to last less than 60 days or retirees.

The Teamsters Local 72 Welfare Fund will provide the following information to the Authority's Director of Labor Relations:

1. A semiannual accounting of the monies received and expended by the type of coverage.
2. The annual report of the Fund which has been certified by an independent certified public accountant.
3. Other information reasonably deemed necessary by the parties.

If the Union advises the Authority that there are insufficient funds in the Teamsters Local 72 Welfare Fund to maintain current prescription drug benefits and the Authority's audit of the Welfare Fund confirms this, then the parties agree to meet within 30 days of such confirmation with the intent to negotiate a resolution as soon as possible.

ARTICLE 11

Work Day, Work Week and Overtime

11. A. Work Day and Work Week

1. The present workday and workweek for all employees now in this Negotiating Unit are as follows:

Unit	Hours Of Work	Rest Period (Min.)	Lunch Period On Duty (Min.)	Off Duty (Min.)	Hours Of Work	Actual Total Elapsed Hours	Work Day	Work Week
Board and Executive	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Legal Department	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Department of Administrative Services								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Management								
Information Systems	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Computer Operators	7.5	30		30	7.0	8.0	6:00 - 2:00 pm	Mon. - Fri.
	7.5	30		30	7.0	8.0	12:00 - 8:00 pm	Mon. - Fri.
	7.5	30		30	7.0	8.0	2:00 - 10:00 pm	Mon. - Fri.
Bureau of Personnel	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Purchasing	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Office and Building Maintenance Services	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Motor Vehicle Operator	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Clerk I (1)	7.5	30		30	7.0	8.0	9:00 - 5:00 pm	Mon. - Fri.
Headquarters Building Maintenance Staff								
General Mechanic (2)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Janitor (1)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Cleaner (1)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Grounds Worker (2)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Janitor (1)	7.5	30		30	7.0	8.0	1:00 - 9:00 pm	Mon. - Fri.
Cleaner (5)	7.5	30		30	7.0	8.0	1:00 - 9:00 pm	Mon. - Fri.
Cleaner	4.0				4.0	4.0	5:00 - 9:00 pm	Mon. - Fri.
Department of Finance and Accounts								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Finance	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Accounting	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Auditing	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.

Unit	Hours Of Work	Rest Period (Min.)	On Duty (Min.)	Lunch-Period Off Duty (Min.)	Hours Of Work	Actual Total Elapsed Hours	Work Day	Work Week
Department of Maintenance Engineering								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Bureau of Thruway Maintenance								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Sign Shop	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Highway Maintenance Section								
Summer	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Winter	8.0	30#	30#		7.0	8.0	(b)	Mon.- Fri.
Section Clerk - all year	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Satellite Bridge Crews	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Division Highway Crew*	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Toll Equipment Maintenance	8.0	30		30	7.5	8.5	8:00 - 4:30 (c)	Varies
Building Equipment								
Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Service Area Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00 (c)	Varies
Division Bridge Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Tappan Zee Bridge Dockside	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Tappan Zee Bridge Section	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Tappan Zee Bridge Patrol	8.0	30#	30#		7.0	8.0	(d)	Varies
Thruway Maintenance Worker	F	F		F	F	F	(b)	Mon.- Fri.
Bureau of Equipment Maintenance								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Division Supervisor's Office	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Storeroom	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Garage, including Motor	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Equipment Mechanics and	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Maintenance Assistants	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
(Mechanic) stationed at								
Maintenance Sections**								
Clerical (Equipment Stores)	7.5	30		30	7.0	8.0	8:00 - 4:00	Mon.- Fri.

Unit	Hours Of Work	Rest Period (Min.)	On Duty (Min.)	Lunch-Period Off Duty (Min.)	Hours Of Work	Actual Total Elapsed Hours	Work Day	Work Week
Department of Engineering Services								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Design Bureau	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Bureau of Construction								
Management	7.5	30		30	7.0	8.0	8:30 - 4:40	Mon.- Fri.
Bureau of Traffic Engineering	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Department of Operations								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Bureau of Toll Collection								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Thruway Toll Collector	8.0	30#		30#	7.0	8.0	(e)	Varies
Thruway Storekeepers								
Albany	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Syracuse	8.0	30		30	7.0	8.0	8:00 - 4:00	Mon.- Fri.
Janitors	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon.- Fri.
Motor Vehicle Operator (Courier)	7.5	30		30	7.0	8.0	Varies	Mon.- Fri.
Office of Traffic Management	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Bureau of Traffic Operations								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Bureau of Communications	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.
Radio Dispatchers	8.0	30#	30#		8.0	8.0	(e)	Varies
Office of Traveler's Services	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon.- Fri.

DEFINITION OF TERMS:

Rotating Shift Employees - Those who work a regularly scheduled changing shift. These shifts are scheduled around the clock seven days a week or five days a week.

Rotating Work Day Employees - Those who work the same hours each day, but the days of work vary in order to provide coverage seven days per week.

Check-Out Time- Eligible Toll Collection employees and Radio Dispatchers receive payment for seven hours regular pay quarterly in arrears, for a total of 3.5 days per year. In addition, they continue to receive annually seven days compensatory time off.

Night Shift Differential - See Article 8.G.

FOOTNOTES:

When conditions make it practicable.

***** The Division Engineer may assign all or part of the Crew to shift work during the winter season subject to Article 16.J. Buffalo usually goes to shifts in the winter; if it does so, such shifts shall be 4:00 p.m. - 12:00 midnight, 12:00 midnight - 8:00 a.m., and 8:00 a.m. - 4:00 p.m. Syracuse partially goes to shifts in winter. Albany and New York do not.

(a) Night Shift Differential Pay

(b) 5 Day Rotating Shift, Night Shift Differential Pay

(c) 7 Day Rotating Work Day

(d) 7 Day Rotating Shift, Night Shift Differential Pay

(e) 7 Day Rotating Shift, Night Shift Differential Pay, Check-Out Time Pay

(F) THE HOURS OF WORK, REST PERIOD, LUNCH PERIOD AND ACTUAL TOTAL ELAPSED HOURS FOR THRUWAY MAINTENANCE WORKERS ARE THOSE OF THE SECTION HIGHWAY, DIVISION HIGHWAY, OR BRIDGE MAINTENANCE WORK UNIT WHERE THE THRUWAY MAINTENANCE WORKER IS ASSIGNED. THE PARTIES AGREE THRUWAY MAINTENANCE WORKERS WORKING ON A PROJECT DURING STRAIGHT TIME WORKING HOURS ARE A PART OF THE CREW FOR THE PURPOSES OF THE DISTRIBUTION OF BRIDGE OVERTIME PURSUANT TO ARTICLE 16.H.

11.A.2. It is also agreed that this schedule will remain in effect for all such employees so long as they occupy their present positions, except that:

- a. as to any non-shift employee, the Authority may increase or decrease the lunch period by up to 15 minutes, with corresponding alteration in the starting and/or stopping times of such employees provided that no lunch period will be less than 30 minutes.
- b. as to any employee, the Authority may advance or retard the starting time as late as 9:30 a.m. or as early as 6:00 a.m. with a corresponding alteration in the stopping time of such employee.
- c. as to all employees, upon unanimous agreement of the employees in any work unit and their supervisors, they may work fewer days of longer hours.

3. All present and newly created positions in presently existing or reclassified titles in this Negotiating Unit will be on a Monday through Friday schedule with starting times between 6:00 a.m. and 9:30 a.m. except where comparable, associated or related positions in those or other titles exist which, on the effective date of this Agreement, vary from the above criteria, and except as the parties may from time to time hereafter otherwise agree.

4. It is specifically understood that the establishment of special schedules for employees in this Negotiating Unit is not intended and will not be for the purpose of avoiding short-term overtime payments.

5. The parties agree that compensation for authorized overtime worked will be paid at a rate one and one-half times the employee's annual salary divided by 2,000 to any employee in this Negotiating Unit in Salary Grade 23 or below for any hours worked in excess of the employee's normal work day or shift.

6. **Compensatory Overtime**

Employees (except Toll Collectors, Part-Time Toll Collectors and Radio Dispatchers) may choose to receive compensatory time in lieu of cash payment for overtime. Compensatory time shall be earned at the rate of one and one half hour per hour of authorized overtime work for which the employee would be eligible for an overtime cash payment. Use of compensatory time is subject to supervisory approval. Accumulation of compensatory time is limited to two-hundred and forty (240) hours. Such accrued time shall not expire and will be paid upon separation from this bargaining unit. As far as practicable however, compensatory overtime will

be used prior to transferring from the work unit.

11.B. Emergency Call-Out

The parties agree that any time worked by an employee in this Negotiating Unit who is called out in an emergency before or after their regular working hours, when such time worked does not extend into and is not a continuation of the employee's regularly scheduled shift or work day, will be paid at the employee's overtime rate of pay for a minimum of four hours. If an employee is called out in an emergency more than once in a four-hour period, the employee will be paid at the overtime rate for a minimum of four hours for the last call-out and for the time actually worked on the preceding call-outs.

11.C. Meal Allowances for Overtime Work

The parties agree that EFFECTIVE JULY 1, 2008 a \$6.00 meal allowance will be paid to employees in this Negotiating Unit for overtime worked in accordance with the Meal Allowance Rate Schedule set forth below.

At Least	But Less Than	Continuous Overtime Hours Actually Worked	Number of Meal Units Provided
3	8*	Hours immediately before or immediately after regular shift or work day	1
8	11	Hours on normal or scheduled time off	
8*	13	Hours immediately before or immediately after regular shift or work day	2
11	16	Hours on normal or scheduled time off	
13	16	Hours immediately before or immediately after regular shift or work day	3
16	21	Hours on normal or scheduled time off	

16	24	Hours immediately before or immediately after regular shift or work day	4
21	24	Hours on normal or scheduled time off	
<hr/>			
	24	Hours on normal or scheduled time off	5
<hr/>			

* Where a maintenance employee's regular shift or workday begins at 7:30 a.m. during the winter maintenance season, this number is to read "7.5" for hours worked before regular shift or workday.

NOTE: Overtime hours worked which are interrupted by the employee's normal workday are not continuous overtime hours for the purposes of this section.

An employee who works three hours of continuous overtime immediately before the employee's regular shift or work day and an additional three hours of continuous overtime immediately after the employee's regular shift or work day shall be provided two meal units.

Such overtime meal allowance will be paid 16 days after the end of the pay period in which the overtime was worked.

ARTICLE 12 Leave With Pay

12.A. Holidays

1. The parties agree that all employees in this Negotiating Unit will receive leave with pay for each of the following 12 holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, PRESIDENTS' DAY, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. For non-shift personnel, excluding seven-day rotating workday personnel, holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. For personnel working seven-day rotating work days, holidays will be observed on the calendar day on which they fall. Schedules in which a holiday falls will be adjusted so that no employee's pass day and holiday coincide. Those seven day rotating work day personnel scheduled to work the holiday will be compensated at the rate of time and one-half for hours worked (see Appendix B for example). For shift personnel, equivalent time off for each holiday will be provided in shift schedules, and holidays will be observed on the calendar day on which they fall.

- 12.A.2. The Authority may, at its option, designate up to four floating holidays in a contract year (July 1 - June 30) for all employees except toll, dispatchers, construction equipment operators light, construction equipment operators heavy, thruway maintenance workers, and Motor Vehicle Operators (only those assigned to toll) in lieu of four of the holidays set forth below. Employees shall have the opportunity to select on an individual basis the dates upon which such floating holidays shall be observed by them, consistent with the reasonable operating needs of the Authority. The Authority's designation of the holidays to be floated shall be announced in July.

The holidays that may be designated as floating holidays are as follows:

Lincoln's Birthday
PRESIDENTS' DAY
Columbus Day
Election Day

The floating holiday(s) may be used prior to the actual date(s) of the holiday(s). EMPLOYEES, EXCEPT THOSE WHO ARE REQUIRED TO PUNCH TIME CLOCKS SHALL HAVE THE RIGHT TO USE ACCUMULATED FLOATING HOLIDAY CREDITS IN NOT LESS THAN ONE-QUARTER HOUR UNITS. EMPLOYEES WHO ARE REQUIRED TO PUNCH TIME CLOCKS, SHALL HAVE THE RIGHT TO USE ACCUMULATED FLOATING HOLIDAY CREDITS IN 0.3, 0.5, OR 0.8 UNITS.

3. The parties agree that the employees in this Negotiating Unit will be granted any special holiday declared by the Governor for State employees.

12.B. Vacation (Annual) Leave

The parties agree that the crediting, accrual, and use of vacation leave for employees in this Negotiating Unit will be administered as follows and, where appropriate, in accordance with the "Procedure for Granting Vacation to Uniformed Employees of the Bureau of Toll Collection":

1. Employees of the Authority on December 31, 1956, or who were in State service or Authority service before such date and who, after such date, are reinstated or reemployed within one year after separation from State or Authority service, will earn and accumulate vacation at the rate of 20 working days per year as provided in the Attendance Rules in force and effect on December 31, 1956.

- 12.B.2. Employees with no previous State or Authority service who enter Authority service on or after January 1, 1957, will, upon completion of 13 biweekly pay periods of service, be credited with 6.5 days of vacation. Thereafter, each such employee will earn and accumulate vacation credits at the rate of one-half day per biweekly pay period until such employee has completed seven years of continuous service. An employee will not earn vacation credit for any biweekly pay period during which the employee is in less than full pay status for more than five workdays.
3. Employees who enter Authority service on or after January 1, 1957, will also earn on January 1 of each year, additional vacation in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits Earned</u>
1	1 Day
2	2 Days
3	3 Days
4	4 Days
5	5 Days
6	6 Days
7	7 Days

4. During the second through the seventh year of continuous service, one-half of the additional vacation credits earned during the current year of service will be credited on the first day of the pay period that includes July 1 and the remainder in the pay period that includes the next succeeding January 1. Compensation will be granted for these credits in the event of layoff, military leave or death of an employee. Furthermore, credits not to exceed the number of additional vacation credits earned for the previously completed year of service, and in proportion to the number of pay periods served during the current year, may be advanced to an employee to cover necessary absences where no other credits are available. Following the January 1 on which an employee has earned seven days of additional vacation credits, the employee will then earn vacation for completed biweekly pay periods at a rate which will equal 20 days for 26 such pay periods.
5. Employees having 20 or more years of continuous Authority and/or State service, and who are entitled to earn and accumulate vacation credits will earn additional vacation credits as follows:

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits Earned</u>
20 to 24	1 day
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

Employees who complete 20 years of continuous Authority and/or State service will be credited with one additional vacation day on the first day of the payroll period that includes January 1 or July 1 which immediately follows their anniversary date. Therefore, if there is no break in continuous service, they will receive one-half of their entitlement every six months. The crediting day is the first day of the payroll period that includes January 1 and July 1.

NOTE: A seasonal employee does not earn accruals while serving in a seasonal position. However, such seasonal service counts as service credit when the employee becomes either a temporary or permanent employee provided there has been no break in service.)

12.B.6. Continuous service for vacation purposes is continuous employment with the Authority from the date of first appointment to an Authority or State of New York position, excluding all periods of unsatisfactory service or part-time employment. A leave of absence without pay will not constitute a break in continuous service, however, a leave without pay for more than six months, except for military duty, will not be counted as Authority service. Except for employees who are reinstated or reappointed within one year or are reinstated by the Civil Service Commission, an employee's continuous service shall be broken so that no prior period or periods shall be counted when the employee:

- voluntarily terminates employment;
- is discharged for just cause;
- abandons their job (see Article 15.D. for definition); or
- is terminated from temporary or seasonal employment. (The one-year reinstatement exception stated above does not apply to employees terminated from a temporary or seasonal position.)

12.B.7. During the first year of employment, an employee will be considered eligible for the additional day of vacation if the employee has completed 13 or more biweekly pay periods of service by the January 1 next following appointment.

8. No accumulation of vacation credits in excess of 40 days will be permitted, except as noted below:

On the first working day of each calendar year, an employee may not exceed 40 days of accrued vacation, although their total may exceed this limit at other times during the year. An employee who accumulates more than 40 days of vacation credits in a calendar year must use the amount over 40 days or lose it on the last day of the calendar year.

Each employee will be notified in writing of the total amount of unliquidated vacation credits when such credits total the equivalent of 25 workdays. Should an employee exceed the maximum allowable vacation while out on Workers' Compensation Leave, such employee will have one year from the date of restoration of the vacation accruals or the date of return to work, whichever is appropriate, to reduce such credits below the allowable maximum.

9. The time at which vacation may be drawn by an employee is subject to the prior approval of the appropriate department head or their designated representative. Vacation requests must be made 24 hours in advance except in an emergency.

Employees, except those who are required to punch time clocks, shall have the right to use accumulated vacation credits in not less than one-quarter hour units. Employees who are required to punch time clocks, shall have the right to use accumulated vacation credits in 0.3, 0.5 or 0.8 hour units.

10. For Uniformed Toll Personnel, vacation requests shall be approved in accordance with seniority, except that a vacation request of less than five days shall not supersede a prior vacation request for more than five days, notwithstanding the seniority of the employees concerned. See Article 17.S. for definitions of long-term and short-term leave and notice required for such leave.

- 12.B.11. So far as practicable, vacation credits are to be used prior to transfer. However, an employee who is transferred to the Authority from State service will be credited with all of such employee's accumulated vacation credits not used prior to transfer to the extent permitted by the labor contracts concerned.
12. Upon separation from service by layoff, retirement or death, an employee or the employee's estate or beneficiary, as the case may be, will be compensated in cash for the employee's vacation credits not in excess of 30 days.
13. In the event of a dismissal for cause, an employee will NOT be compensated for their vacation credits.
14. Other provisions of this Agreement notwithstanding, an employee, when first subject to the Attendance Rules regarding the accumulation of leave credits, shall not receive vacation credit until the completion of 13 complete biweekly pay periods of service which may be a combination of temporary and probationary service.

12.C. Sick Leave

The parties agree that the crediting, accrual and use of sick leave for employees in this Negotiating Unit will be administered as follows:

Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.

1. Employees will earn sick leave credits at the rate of one-half day per biweekly pay period and may accumulate such credits up to a total of 165 days; provided, however, that an employee will not earn sick leave credit for any biweekly pay period during which the employee is in less than full pay status for more than five work days.
2. An employee absent on sick leave is to notify the supervisor of such absence and the reason therefore on the first day of such absence and within two hours after the beginning of the work day; provided, however, that where the work is such that a substitute may be required, the Authority may require earlier notification. Sick leave credits may be used in such units, as the Authority may approve, but not in units of less than one-quarter hours.
3. If the Authority believes an employee is abusing sick leave, it may require the employee to provide medical documentation for

the absence which provides evidence satisfactory to the Authority of illness sufficient to justify the employee's absence from the performance of their job duties. Further, the employee may also be placed on restricted sick leave status for 90 days and will be notified in writing. During the 90-day restricted sick leave period, the employee will be required to submit proof of illness for each illness claimed. The Authority may, at its sole discretion, continue the restricted sick leave status for another 90-day period when it determines that an employee's attendance record is not satisfactory.

When MEDICAL DOCUMENTATION is required by the Authority and the employee wishes to maintain a high degree of confidentiality with regard to the MEDICAL DOCUMENTATION, the employee may submit THE REQUIRED MEDICAL DOCUMENTATION to the supervisor in a sealed envelope and request that the MEDICAL DOCUMENTATION be forwarded to the Personnel Director. The Personnel Director will review the MEDICAL DOCUMENTATION TO DETERMINE if the PROVIDED MEDICAL DOCUMENTATION is acceptable proof of illness. An employee requesting confidential treatment of the MEDICAL DOCUMENTATION must, upon return to work, also provide the supervisor with a statement from the employee's doctor indicating that the employee is able to resume work and perform all of the duties of the position and the date upon which the employee may return to work.

- 12.C.4. The Authority may require an employee who has been absent because of personal illness, prior to and as a condition of return to duty, to be examined, at the expense of the Authority, by a physician designated by the Authority, to establish that the employee is not disabled from the performance of the normal duties and that return to duty will not jeopardize the employee's health or that of other employees. However, upon request of an employee returning from sick leave who is certified as being able to work but, because of the nature of the illness or injury will, for a short period of time, be restricted from performing some of the duties appropriate to the position, the Authority may, in its discretion, permit return to service on a limited duty basis, subject to whatever conditions the Authority may require.

When the Authority requires an employee to be examined by a doctor selected by it, such examination shall be scheduled within five work days of the employee's notification to the Authority of the intended return date or the employee's accruals will be restored if the employee is subsequently certified to return to work. If the employee's doctor and the doctor selected by the Authority disagree, the employee will be sent to a third doctor for examination. The third doctor will be chosen through

the appropriate County Medical Society. The Authority and the Union will be bound by the decision of the third doctor and will share expenses equally.

- 12.C.5. In addition to personal illness of the employee, the following types of absence, when approved by the Authority, may be charged against accumulated sick leave credits: illness or death in the employee's family provided, however, that charge for such absence may not exceed a maximum of 15 days in any one year; personal visits to doctor or dentist. Proof of the need for such absences satisfactory to the Authority may be required. In those cases where the employee wishes to retain confidentiality, the Authority will accept as proof of absence a statement from the family member's doctor that the family member's illness was such that it required the employee's presence.
6. When an employee is transferred to an agency with which the Authority has a reciprocal agreement, the employee's accumulated sick leave credits, to the extent permitted by the labor contracts concerned, will be transferred with the employee. When an employee is separated from service for other than transfer or disciplinary reasons and is subsequently reinstated or reemployed within one year after such separation, the employee's sick leave credits accumulated and unused at the time of separation will be restored.
7. Where reinstatement occurs more than one year following separation, sick leave credits accumulated and unused at the time of separation may be restored in the discretion of the Authority. Notwithstanding the provisions of this paragraph, an employee reinstated from a preferred list or by action of the Civil Service Commission will be entitled to restoration of all sick leave credits accumulated and unused to the extent permitted by this Agreement.
8. Unused sick leave will not be liquidated in cash at the time of separation, retirement or death. However, the cash value of up to 200 days of sick leave and special sick leave bank accruals will be applied as provided in Section 167, subdivision 5 of the State Civil Service Law relative to the payment of health insurance premiums of retired employees AND FOR RETIREMENT SERVICE CREDIT PURPOSES.

If the Civil Service Law, Section 167.5 is amended to permit dependent survivors to use the value of a deceased retiree's sick leave accruals to offset the cost of State Health Insurance Plan Premiums, the Authority agrees to negotiate this with the Union.

- 12.C.9. Effective July 1, 2000, the following sick leave incentive program will be initiated:

Employees who have not accumulated 165 days sick leave, shall at the end of a six-month period of July 1 – December 31 and/or January 1 – June 30, receive the greater of either one or two days straight time pay for each six-month period for which they are eligible based upon the following schedule:

<u>Sick leave used during six-month period</u>	<u>Additional days pay</u>
no sick leave used	2 days
one or less days sick leave used	1 day
more than one day sick leave used	0

Any unauthorized absence occurring during the six-month period will disqualify an employee from receiving a sick leave incentive payment.

EFFECTIVE JANUARY 1, 2009 ANY AUTHORIZED OR UNAUTHORIZED ABSENCE WITHOUT PAY EXCLUDING WORKER'S COMPENSATION LEAVE AND APPROVED "VOLUNTARY LEAVE WITHOUT PAY" OCCURRING DURING THE SIX-MONTH PERIOD WILL DISQUALIFY AN EMPLOYEE FROM RECEIVING ANY SICK LEAVE INCENTIVE PAYMENT.

10. Should an employee who is out sick be in danger of exceeding the 40 day maximum allowable limit for annual leave, such employee may charge all of the absence because of illness or a portion thereof to vacation accruals.
11. Effective July 1, 2000, employees at the end of a six-month period of July 1 – December 31 and/or January 1 – June 30, who during such period(s) have and maintain continuously a balance of 165 days of accumulated sick leave shall receive four days straight time pay for each such six month period they do not use sick leave.

Employees who use sick leave during a six month period and thus fail to maintain a continuous balance of 165 days during the above six-month period(s) shall be eligible for the sick leave

incentive plan for employees with less than 165 days accumulated sick leave provided in Article 12.C.9.

- 12.C.12. As soon as operationally practicable, the Authority will restore the special sick leave accrual bank that was eliminated in July 1, 2000. Employees who would have been eligible to have one-half day of sick leave credits deposited in the bank for each sick day lost because it exceeded the 165 day limit, will have such accruals restored to the bank and will continue to have such lost sick leave accruals deposited in the bank until 35 such days are accumulated. Employees who reach the 165 days sick leave maximum will also be eligible to have one half day of sick leave credits deposited in the special bank for each day lost because it exceeds the 165 day sick leave maximum. These special sick leave bank accruals shall not be used until all other sick leave is exhausted.

12.D Extended Sick Leave

The Authority may advance sick leave credits to an employee absent due to personal illness who has exhausted accumulated sick leave and vacation credits. Such advanced sick leave credits are to be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this Article may not at any time exceed a total of five days.

Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave and vacation credits, is to be deducted from salary or wages due the employee.

12.E. Mandatory Sick Leave at Half Pay

1. The Authority shall grant sick leave at half pay for personal illness to a permanent employee having not less than one year of Authority service after all of the employee's sick leave and vacation credits have been used, subject to the following guidelines:
 - a. the employee must, by reason of personal illness or injury, be unable to perform the normal duties of the position. The Authority may require the employee to undergo a physical examination by its own physician to verify this fact.
 - b. the Authority must be reasonably assured that the employee will be able to return to normal duties following this absence.

- c. the record of the employee in the areas of attendance and work performance for the past year must be satisfactory.
- d. the cumulative total of all sick leave at half pay granted to an employee during their Authority and/or State service may not exceed one pay period for each complete six months of Authority and/or State service.

12.E. 2. Consideration will continue to be given to requests by employees to return to limited duty for a short period of time including leave with half pay and working half-time.

12.F. Personal Leave

The parties agree that the crediting and use of personal leave for employees in this Negotiating Unit will be administered as follows:

Personal Leave is leave with pay for annual leave or for personal business, including religious observance, without charge against accumulated vacation. Employees will be entitled and credited with personal leave as follows:

1. Each employee in Negotiating Unit I prior to July 2, 1981 except as herein otherwise provided, will be credited with five days personal leave each year as of the first full pay period in January. Employees hired July 2, 1981 and thereafter, except as herein otherwise provided, will be credited with three days personal leave each year as of the first full pay period in January until they either reach the Job Rate of their position or they have completed a total of five years of State/Authority service, following which they will receive five days personal leave each year as of the first full pay period in January.
2. An employee who reenters or is reinstated in Authority service within the same calendar year after being separated or being granted a leave of absence without pay therefrom will be credited only with the unused personal leave time standing to the employee's credit at the time of such separation or leave, until the following January.
3. An employee who enters Authority service from State service by appointment, promotion or transfer will be credited with the unused personal leave standing to their credit at the time of such separation, leave, appointment, promotion or transfer until their State personal leave anniversary date is reached, provided it does not exceed the limits as set forth in paragraph 4. below.

- 12.F. 4. An employee who (1) enters Authority service; or (2) reenters or is reinstated in Authority service after having been separated or granted a leave of absence without pay from State or Authority service; or (3) has reached their anniversary date pursuant to paragraph 3. above will be immediately credited with personal leave as shown in the schedule below, until the following January:

Date of Entry, Reentry or Reinstatement or State Personal Leave Anniversary	Amount of Personal Leave to be Credited for Employees in Negotiating Unit Prior to 7/2/81	Amount of Personal Leave to be Credited for Employees Hired On or After 7/2/81
January to March 14	5 days	3 days
March 15 to May 26	4 days	2 days
May 27 to August 7	3 days	1 1/2 days
August 8 to October 19	2 days	1 day
October 20 to January	1 day	1/2 day

5. Personal leave is not cumulative, and any personal leave credit remaining unused by an employee on the date preceding the first full pay period in January of each year will be canceled. Unused personal leave may not be liquidated in cash at the time of separation, retirement or death.
6. Personal leave may be drawn only at a time convenient to and approved in advance by the appropriate Department Head or designated representative; provided, however, that personal leave allowed for religious observance will be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of Authority functions.

Employees, except those who are required to punch time clocks, shall have the right to use personal leave in not less than one-quarter hour units. Employees who are required to punch time clocks, shall have the right to use personal leave in 0.3, 0.5 or 0.8 hour units.

12.G. Leave for Extraordinary Weather Conditions

The Authority may allow leave to employees in this Negotiating Unit under the following circumstances:

1. In the event of extraordinary weather conditions which develop before the commencement of a work day where appropriate public announcement has been made, the Authority may direct

employees to remain away from work on account of such conditions, such time to be charged against accumulated vacation, personal or sick leave credits, at the employee's option. If such extraordinary weather conditions develop after the commencement of the workday, employees who are sent home shall not have to charge the time to their accruals.

2. In the event an employee has reported to duty and, because of extraordinary circumstances beyond the employee's control, which make the duty station uninhabitable, the employee is directed to leave work, any such absence for the remainder of that day will not be charged against the employee's accumulated leave.

The provisions of subsection 1. hereof do not apply to employees whose duties are of an essential nature and whose presence is required at their duty stations.

12.H. Promotion Examinations

Employees who compete in Thruway Promotion Examinations will be granted leave with pay as follows:

- | | |
|-----------------------|--|
| I Shift employees - | Entire Shift. |
| II Shift employees - | Time required to take examinations plus reasonable travel time; Toll Collection employees working the II Shift will not be required to report to work prior to the examination and will be granted leave with pay for such time. |
| III Shift employees - | If the promotion examination continues into the employee's III Shift, the employee will be allowed sufficient time to complete the examination and a reasonable amount of travel time |

12.I. Workers' Compensation Leave

1. Effective January 1, 2006, employees with Attendance Rules coverage who are necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law shall be eligible for a Workers' Compensation benefit as modified in this Article. This Article does not diminish employees' rights under the Workers' Compensation Law. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

- 12.I. 2. A Workers' Compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law as modified in this Article.
3. An employee who suffers a compensable occupational injury shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law.
4. The Statewide Network of evaluating physicians selected by the State Insurance Fund, will act as the third party administrator for the Medical Evaluation Network. Employees who elect to participate in the Medical Evaluation Network Program shall attend all scheduled medical exams. Medical Evaluation Network physicians make determinations on an employee's degree of disability and prognosis for full recovery. Eligible employees who elect to participate in the Medical Evaluation Program shall be placed on leave without pay and will receive the benefits provided by the Workers' Compensation Law and the added benefits as provided by this Article. Employees who elect not to participate in the Medical Evaluation Network Program will receive only the benefits provided by 12.I.3.
- a. Employees electing to participate in the Medical Evaluation Network Program may be eligible for payments, for a period not to exceed nine months per injury, in addition to the Statutory Wage Benefit provided pursuant to the Workers' Compensation Law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physicians as "total" or "marked", and where a Workers' Compensation Law wage payment is less than 60% of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this Article equals 60% of their pre-disability gross wages. The pre-disability wages are gross wages, defined as the sum of base annual salary, location pay, and night shift differential received as of the date of the disability.
- b. The Authority will assume that all eligible employees have elected to participate in the Medical Evaluation Network Program unless the employee submits in writing a statement which clearly states such employee's election to not participate in the Program, as soon after the accident as possible.

- 12.1.5. An employee necessarily intermittently absent for one full day or less in connection with a Workers' Compensation injury as defined in 12.1.4. due to therapy, a Doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.
6. The Authority will make previously authorized payroll deductions for periods the employee is receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions whenever salary is insufficient to permit these deductions, for example, during periods of leave without pay, such as those provided in 12.1.3. and 12.1.4.
 7. An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined that no waiting period is required, the employee shall be entitled to restoration of credits charged proportional to the combined amount of net monetary award credited to the Authority by the Workers' Compensation Board or 60% of pre-disability gross income as defined in 12.1.4.a of this section, whichever is greater.
 8. When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 40 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 40 days.
 9. An employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability, not to exceed twelve months per injury, for the sole purposes of accruing seniority, continuous service, vacation, sick leave, and personal leave. Additionally, such employee shall be treated as though on the payroll for the period of disability, not to exceed twelve months per injury, for the purposes of health insurance, retirement service credit and retirement contributions.
 10. An employee whose disability exceeds the nine month entitlement afforded by this Article shall not be allowed to use accumulated leave credits.
 11. If an employee's Workers' Compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the

employee may utilize leave credits (including sick leave at half-pay) pending a determination by the Workers' Compensation Board.

- 12.I.12. If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half pay eligibility) shall be restored proportional to the combined amount of net monetary award credited to the authority by the Workers' Compensation Board or 60 percent of pre-disability gross income as defined in 12.I.4.a, whichever is greater.
13. If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits pursuant to this section for the period covered by the award, not to exceed the time limits set forth in this section per injury.

12.J. Volunteer Fire Fighters - Civil Defense Duties

The tardiness of volunteer fire fighters caused by fire fighting or other emergency fire department duties or the tardiness of members of volunteer ambulance services caused by emergency ambulance service shall be excused by the Authority. In such cases, the Authority may require the employee to submit satisfactory evidence that the lateness was due to such duties. Should this tardiness extend for the entire shift, it will also be excused under the same conditions. Such leave for emergency fire department duties other than fire fighting duties shall exclude time for standing by and is limited to three days per year. The Authority may waive the three-day limitation when conditions so warrant.

The Authority shall grant leave with pay for Civil Defense duties in accordance with Section 21.13 of the Department of Civil Service Attendance Rules.

12.K. Computation of Daily Rate of Pay

The parties agree that for those purposes for which a daily rate of pay may be required for employees in this Negotiating Unit, for 37.5-hour employees, the Authority will compute such rate for an employee by dividing such employee's biweekly gross pay by 10.

For 40-hour employees the daily rate of pay will be computed by multiplying the employee's hourly salary by 8.

12.L. No-Fault Insurance

No leave will be given for any portion of any absence for which automobile no-fault benefits are recovered or recoverable by the employee under an Authority automotive liability policy. An employee shall not, however, be denied any portion of a leave not recoverable from no-fault insurance only because such portion exceeds the maximum benefits provided under such insurance.

Leave credits, including sick leave at half pay, used by an employee during a period of absence for which no-fault benefits have been paid or are payable, which benefits or the right thereto have been assigned and/or credited to the Authority as reimbursement for wages paid, will be restored to the employee in full; provided, however, that no restoration will be made for any absence of less than a full day. Credits so restored may not again be used for future absences attributable to the same injury.

In the event that the employee dies, resigns or retires, cash payment for vacation or other leave credits compensable in cash, including any credits restored under this subsection, will be made in accordance with the appropriate provisions of this Agreement.

An employee who receives leave with full pay for any period of time under this paragraph will earn vacation and sick leave credits during such period; upon return to service after such leave, the employee will have one year from the date thereof to reduce any leave credits accrued beyond the limits permitted in this Agreement to the levels permissible hereunder.

12.M. Blood Donors

Necessary time will be given to all blood donors without charge to leave credits when they donate blood during a work day either at a bloodmobile visiting their work location or in response to an emergency request made by the local area Red Cross.

12.N. Military Leave

The Authority shall grant leave with pay without charge to accruals for any employee absent on ordered military duty, in accordance with Section 242.1.b. and Section 242.5 of the Military Law for a period not to exceed 30 days in each calendar year.

12.O. Leave Donation Program

1. Unit employees may make a non-refundable donation of annual leave to other unit employees.
2. Leave donations must be in one-half or whole day units.

12.O.3. Donated leave will be credited to the designated recipient as sick leave.

4. Use of donated leave must be due to medically documented personal illness or injury only.

5. Donated leave used by recipient for a worker's compensation illness or injury is non-refundable.

6. Employees who receive and use donated annual leave to cover absences will be replaced, if necessary, as if they are on leave without pay.

ARTICLE 13 Employee Rights and Benefits

13.A. Health and Safety

1. The Authority and Teamsters Local 72 reaffirm that all employees have a right to a safe working environment. To that end the parties will cooperate in the identification and prevention of safety hazards, will work mutually toward their correction and strive to insure compliance with safety guidelines and standards established on the behalf of employees.

Recognizing that it is in everyone's best interest to resolve safety and health problems as quickly and as expeditiously as possible, the following procedures to identify and correct such problems have been agreed upon:

- a. To foster the timely resolution of safety and health problems, such problems will initially be presented to the respective Division Engineer or Toll Division Manager for immediate action.

The existing Division Safety Committees will be the vehicle for regular discussions of health and safety issues on a local level. A Union representative will be designated as a member of such Committees.

- b. If a particular safety/health matter presented at the local level is unable to be resolved at such level within a reasonable time, such matters will be referred to the Director of Labor Relations' Office for their appropriate action.

13.A.1.c. The existing Labor/Management Committee provided under Article 5 will be the vehicle for regular discussions regarding health and safety issues having Thruway-wide implications.

d. The Authority would provide medical examinations for those employees exhibiting any of the symptoms of contact with toxic substances.

e. In recognition of their mutual commitment to a safe working environment and to the safety of the traveling public, the parties agree, notwithstanding any other provisions of this Agreement, that the Authority has the right to schedule employees so that they do not work more than sixteen (16) consecutive hours without an intervening off-duty period of at least eight (8) hours.

An employee working a regularly scheduled shift who is directed by the Authority to go off duty at the conclusion of 16 consecutive hours of work shall have the option to:

1) Charge the remaining time left in their regularly scheduled shift to available annual leave accruals, or

2) Charge the remaining time left in their regularly scheduled shift to available personal leave accruals, or

3) Charge the remaining time left in their regularly scheduled shift to available sick leave "Code 14" pursuant to the provisions of Article 16.x, or

4) Be granted leave without pay for the remaining time left in their regularly scheduled shift.

Employees directed to remain at work beyond 16 consecutive hours shall be paid for all time worked in accordance with the provisions of this Agreement.

2. The Authority agrees to maintain First Aid supplies and equipment in each of the four Division Headquarters Buildings and nursing services in its Administrative Headquarters Building.

3. The Authority will provide to employees who have not previously received such safety equipment, one pair of safety glasses and replace such safety glasses upon request of the employee, when replacement is made necessary by wear or damage on the job.

Those employees who are provided with glasses by the Authority and whose positions require they wear such safety glasses, shall make full appropriate use thereof.

- 13.A.4. The parties have established an Employee Assistance Program to assist employees and their families with problems that may affect their well being and their ability to perform their jobs.
5. The Authority will provide training and/or other information on hazardous material employees encounter on the job.

13.B. Thruway Passes

1. Unlimited

The Authority agrees to provide that:

- a. A permanent employee of the Authority on the payroll before October 20, 2005 in this Negotiating Unit will be eligible for such pass following completion of four years of satisfactory Authority service; employees new to the Authority after October 20, 2005 will be eligible for such pass following completion of five years of satisfactory Authority service. Part-Time Toll Collectors and other employees appointed to their positions with the Authority on or before October 20, 2005 are not considered, "employees new to the Authority," for such purpose of eligibility for a Thruway pass, provided such employees have had continuous service with the authority between October 20, 2005 and the date of eligibility for a Thruway pass.

EMPLOYEES HIRED ON OR AFTER JULY 1, 2008 ARE NOT ELIGIBLE TO RECEIVE AN UNLIMITED THRUWAY PASS. OTHER EMPLOYEES AND PART-TIME TOLL COLLECTORS HIRED BEFORE JULY 1, 2008, PROVIDED SUCH EMPLOYEES HAVE HAD CONTINUOUS SERVICE WITH THE AUTHORITY WILL BE ELIGIBLE FOR AN UNLIMITED PASS IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE.

- b. Such pass may be retained by employees who are on the Thruway Authority payroll before October 20, 2005 for their use only upon retirement from Authority service after completion of 20 years of satisfactory Authority service. Part-Time Toll Collectors and other employees appointed to their positions with the Authority on or before October 20, 2005 are considered, "employees who

are on the Thruway Authority payroll," provided such employees have had continuous service with the Authority between October 20, 2005 and the date of eligibility for a Thruway pass.

- 13.B.1. c. Employees, who are on the Thruway Authority payroll before October 20, 2005 and leave Authority service, may regain their pass, for the employee's use only, upon retirement if the employee had completed twenty years of satisfactory Authority service as indicated in Article 13.B.1.b above. Part-Time Toll Collectors and other employees appointed to their positions with the Authority on or before October 20, 2005 are considered, "employees who are on the Thruway Authority payroll," provided such employees have had continuous service with the Authority between October 20, 2005 and the date of eligibility for a Thruway pass.

13.B.2. Limited

The Authority agrees that the limited pass plate given to a new employee pursuant to the "Employee Pass Procedure" shall, if possible, be provided within one week of reporting for work. If this is not possible, other provisions shall be made so that such employee may travel to and from work without paying toll.

3. The Thruway Authority will provide to employees, upon displaying acceptable Thruway Authority identification to operation personnel, free passage through locks and lift bridges operated by the Authority's subsidiary New York State Canal Corporation. Such employees while on the Canal System must be observant of conditions and situations which may require the attention of Canal maintenance and/or supervisory staff and shall be required to report such information to appropriate Canal personnel at the first opportunity.

13.C. Class Specifications and Duty Statements of Positions

1. The Authority agrees to update, if needed, semi-annually (April and October) the class specifications and duty statements for each title in this Negotiating Unit. The Authority further agrees to maintain and provide a complete set of class specifications for this Negotiating Unit in the Bureau of Personnel, in each of the four Division Headquarters Offices of the Authority and to the Union. The Authority also agrees to provide to any employee in this Negotiating Unit, at the employee's request, a copy of the class specification for the employee's position.

The Authority further agrees to omit the phrase "does other related work as required" from class specifications prepared in the future.

The Union shall have the opportunity to review new and revised class specifications and duty statements prior to issuance. The Bureau of Labor Relations will initiate a follow up system to insure that the Union's comments, if any, on new or revised class specifications or duty statements are received and considered prior to the publication of these documents in final form.

- 13.C.2. The parties agree that each set of class specifications referred to above will contain the following preface:

"The duties enumerated in the following class specifications are typical examples of tasks which are characteristic of the positions described and are intended to be illustrative, not restrictive. Supervisors determine what work is to be assigned to individual positions consistent with the duties and responsibilities characterizing such positions."

All new specifications and revisions in class specifications will be incorporated in the above sets as they occur.

3. The Authority recognizes its obligation to negotiate with the Union any changes in the class specification or duty statement for a position when those changes involve duties which are not inherent to the duties of that position.

13.D. Tuition Assistance

The Authority agrees to provide a Tuition Assistance Program for permanent full-time employees in this Negotiating Unit for formal education courses which:

will improve the employee's general competence in performing present job; courses which increase the employee's opportunity for advancement to positions for which the employee may compete on a promotional basis; courses in preparation for high school equivalency, or if the course is part of an overall education program leading to an associate's or bachelor's degree at a college or university accredited by the State of New York. However, if an employee was enrolled as of February 9, 1984, in a program leading to any degree at a college or university accredited by the State of New York, the Authority agrees to continue the 90% tuition support for those degree programs and all other courses described above.

Tuition support for approved courses will be advanced to the employee before the course begins. If the course is not satisfactorily completed, with a passing grade, the amount of tuition must be returned to the Authority.

1. The financial assistance provided herein will be provided for payment of tuition only.
2. If an employee receives financial assistance for any course described above, the Authority may deduct the amount of such assistance from the tuition reimbursement. Financial assistance shall not include loans.
3. There is a maximum of 15 credit hours annually per employee.

EMPLOYEE BENEFITS TRAINING COURSES

The Authority agrees to request that the Department of Civil Service continue to permit Authority employees to participate, under the Authority's Tuition Assistance Program, in the Employee Benefits Training Courses offered to State employees. The Authority further agrees, subject to the approval of the appropriate supervisor, to grant employees leave with pay, including reasonable travel time, for those Employee Benefits Training Courses which are offered only during the employee's normal work day.

13.E. Eligible List Stays

The Authority agrees to request the Department of Civil Service, in the event the use of an eligible list established for Authority positions only in this Negotiating Unit is stayed pursuant to court order, to continue such list in existence, upon the removal of such stay, for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event is such 60 day period to extend the life of any eligible list beyond the statutory limit of four years.

13.F. Parking Facilities

The Authority agrees not to charge employees in this Negotiating Unit for parking personally owned cars at any regularly established work location of the Authority.

13.G. Leave of Absence for Probationary Employees

The Authority agrees to grant an employee in this Negotiating Unit holding a permanent position in the competitive or non-competitive class who is appointed to an Authority position from an open competitive eligible list a leave of absence from such position for the duration of the probationary term in the position to which the employee is appointed.

13.H. Reimbursement for Personal Property Damage

The Authority agrees that the provisions of the small claims procedure will continue to apply to employees in this Negotiating Unit to permit the filing and consideration of claims for reimbursement for personal property damaged or destroyed in the course of performance of their duties.

13.I. Meal, Lodging and Mileage Allowance

Effective July 19, 1990, receipted lodging and meal expenses for authorized overnight travel for locations within and outside of New York State shall be reimbursed at rates equal to the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees in such locations. The rates shall be revised in accordance with any revision made in the per diem rates provided by the federal government to its employees.

The Authority will publish and distribute the federal government reimbursement schedules for New York State locations for meals and lodging and any revisions thereto.

- NOTE:
- (1) No meals or lodging will be paid to an employee performing official duties within 35 miles of the employee's official station or place of residence.
 - (2) An employee will receive the greater rate whenever official duties are conducted during a 24 hour period in areas with different rates.
 - (3) There is no change in travel allowances for Unit I employees when lodging receipts are not provided. (See Schedules A and C of the Authority's Travelers' Guide.)
- 1. The conditions for payment of expenses pursuant to this section shall be as follows:
 - a. prior certification by the employee's supervisor that such travel is necessary and,
 - b. subsequent certification by the employee and supervisor that such travel did in fact take place.
 - 2. When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner.
 - 3. Effective July 19, 1990, the Authority will provide a mileage allowance rate equal to the prevailing Internal Revenue Service

mileage allowance for business expenses to those employees who must use their personal vehicles for Authority business.

13.J. Relocation Costs

The Authority will provide for reimbursement of relocation costs as a result of job transfer or promotion for the benefit of the Authority in accordance with the New York State Thruway Authority Regulations Covering Reimbursement of Moving and Travel Expenses, and extend these benefits to employees in and below Salary Grade 15.

13.K. Personal History Folders

The Authority will publish a Statement of Policy and a Procedure for Access to Personal History Folders and for the purpose of purging such folders to provide that:

1. Employees shall be provided with a complete copy of material contained in their Personal History Folder upon written request once in a five-year period.

Employees making subsequent written requests for copies of material contained in their Personal History Folder within a five-year period, shall be provided only with material added to the folder since the prior request was granted.

Employees making subsequent written requests for copies of material in their Personal History Folder at least five years after they last received a complete copy of their Personal History Folder, shall be provided with a complete copy of the materials contained in their Personal History Folder when specifically requested. If a complete copy is not specifically requested, only additional material added to the folder since the employee last received such material will be provided.

2. Material shall not be filed in the folders of which the employee does not have a copy.
3. The employee may submit for filing a response to anything in the folder which the employee considers adverse, a copy of which may be given by the Authority to whomever originates such adverse material.
4. The Authority will remove, upon written request of the employee after three years from the date thereof, any item in the Personal History Folder which the employee considers to reflect adversely on work performance or the employee's character, except items that have been used to support an unsatisfactory performance rating which was subsequently sustained; items

which are part of a disciplinary proceeding; such items may be removed upon the employee's request after five years from the date thereof provided there has been no subsequent unsatisfactory rating or subsequent discipline proceeding. If there has been such subsequent action, the material may not be removed until five years from the date of the last such action. Patron letters may be removed one year from the date of the last such letter. The Authority may refer to and/or cite material that has been removed in subsequent disciplinary proceedings.

13.K.5. The Union may represent the employee in connection with this paragraph.

13.L. Vacation Checks

An employee who will receive a salary check while on vacation may leave a stamped and addressed envelope with the supervisor, who will forward such check.

13.M. Shift One Salary Checks

Salary checks shall be sent out in sufficient time that 1 Shift employees may receive such checks at the conclusion of their shifts on Wednesday morning.

13.N. Accidental Death Benefit

In the event an employee dies subsequent to the date of this Agreement as a result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the Authority shall pay a death benefit in the amount of \$50,000 to the employee's surviving spouse and children in the same proportion of the Workers' Compensation Accidental Death Benefit is paid. Such Accidental Death Benefit shall also be paid in those instances when an employee who is called out in an emergency dies as a result of an accident while en route to their work station in response to such emergency call. In the event the employee is not survived by the spouse or children, then the Authority shall pay this Death Benefit to the employee's estate.

The Authority agrees that children of deceased employees receiving this Death Benefit will be eligible for full tuition to attend any of the State University's colleges at Authority expense, providing they meet the institution's entrance requirements.

13.O. Reasonable Accommodations

Otherwise qualified disabled employees will have the right to request reasonable accommodation in a job or work environment that will enable them to perform the essential duties and functions of the job for which they

are applying or in which they are employed.

ARTICLE 14 Grievance Procedure

14.A. Definition and Steps

In order to further the harmonious and cooperative relationship between the Authority and its employees, it is agreed to provide for the settlement of grievances in the manner set forth herein.

A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement, which is presented for resolution not more than ten working days after the first occurrence or cause for such grievance.

Any grievance arising between the Authority and the Union or an employee represented by the Union shall be settled in the following manner:

STEP 1:

In the first instance, the employee and/or the Shop Steward shall discuss the grievance with the supervisor involved. Every effort should be made by both parties to settle the issue.

If a satisfactory settlement is not effected with the employee's immediate supervisor within ten working days, the Shop Steward and the employee shall, within three working days, submit such grievance, in writing, to the Union's Business Representative.

At the same time the Steward must discuss the grievance with the Division Engineer, Toll Division Manager/Bureau Head or other Authority designee, whichever is appropriate. This discussion must take place prior to Step 2 of the Grievance Procedure and a written record of the results of such discussion must be included in the grievance if it is referred to the Director of Labor Relations as provided in Step 2 of the Grievance Procedure.

STEP 2:

The Business Representative shall then take the matter up with the Director of Labor Relations within 15 working days. Every effort should be made by both parties to settle the issue. If a settlement is reached, it shall be final and binding. A disposition of the matter must be made within 15 working days.

STEP 3:

If no satisfactory settlement can be agreed upon at Step 2, either the Authority or the Union may, within 21 working days, request arbitration of the grievance.

The parties shall thereafter, within 21 working days, select a mutually agreeable and impartial arbitrator from the agreed upon arbitration panel. In the event they are unable to agree upon an arbitrator, the matter shall be referred to AN ARBITRATION SERVICE MUTUALLY AGREED UPON BY THE PARTIES the next day. After the SERVICE submits a list of arbitrators to the Union and the Authority, the parties shall reply with their preferred selections no later than three working days after receipt of such list.

The decision or award of the Arbitrator shall be final and binding upon the Authority, the Union and the grievant(s) to the extent permitted by and in accordance with appropriate law and this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement and either party may appeal a decision which is arbitrary, capricious or not based upon the evidence submitted. Either party may appeal an arbitrator's decision to the courts within 30 working days. Either party may seek clarification of such decision within 20 calendar days.

The arbitrator shall determine grievability prior to hearing the grievance case. The Arbitrator will immediately rule and, if the case is ruled grievable, shall proceed to hear the merits of the grievance.

The expense for the arbitration will be shared equally by the Authority and the Union.

14.B. Basic Standards and Principles

Grievances of the Union or the Authority shall be submitted at Step 2.

Grievances shall be handled during working hours and the aggrieved employee and the Shop Steward shall be granted leave with pay for the time involved. Such time shall include reasonable time for travel, if needed.

Any Shop Steward shall, with the approval of their supervisor, be permitted to leave work to investigate and adjust the grievance of any employee within the Shop Steward's jurisdiction.

Should the Shop Steward and aggrieved employee have different supervisors, then the approval for the discussion of the grievance must be obtained from both supervisors.

Employees shall have the Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of

the Authority.

Pertinent work records shall be made available during the discussion of grievances.

It is recognized by the parties that during the term of the Agreement it may be necessary for the parties to clarify certain provisions of the Agreement. It is agreed that such clarifications shall be in writing and shall contain the statement that it is either part of the Collective Bargaining Agreement and subject to the Grievance Procedure "or" not part of the Collective Bargaining Agreement and not subject to the Grievance Procedure.

The procedure set forth herein may be invoked only by the authorized representative of the Authority or the Union.

ARTICLE 15

Discipline

15.A. Informal Proceedings

1. When an employee is charged orally with any act of misconduct or incompetence by their supervisor, in any discussion or conference concerning the incident, no evidence concerning such discussion or conference will be offered or admitted in any subsequent disciplinary step or proceeding except that either party may offer only the fact that such discussion or conference was held.
2. A permanent employee who is requested to resign shall be given a written statement, pre-signed by the Authority and the Union, that the employee has the following rights:
 - a. representation at every stage of the proceedings;
 - b. to refuse to give any statement, and that any statement the employee gives may be used against the employee in subsequent proceedings;
 - c. written charges setting forth specific claims of incompetency or misconduct;
 - d. a hearing before an independent Hearing Officer regarding those charges;
 - e. appeal, under certain circumstances, of any adverse determination.

15.B. Formal Proceedings

1. An employee (other than a temporary employee) against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefore; shall be furnished a copy of the charges preferred; and shall be allowed at least eight days for answering the same in writing. The notice containing such charges shall include the statement that "the employee is innocent until proven guilty and the burden of proof is on the Authority." The Authority will simultaneously furnish the Union a copy of the charges by registered or certified mail.

Any permanent employee who is on probation in a higher level position in this Unit shall be subject to disciplinary proceedings in accordance with this Article; however, this shall in no way impair the right of the Authority to return the employee to the original position. No employee shall be served with disciplinary charges which relate to actions taken in connection with the performance of the employee's duties as an elected official of the Union unless and until prior discussion of the matter has been held with the Union and, if requested, with such employee, provided the Union has previously advised the Authority in writing that the employee is such an official.

2. All charges of conduct alleged by the Authority to constitute incompetency or misconduct shall be contained in the charges and specifications. Upon written demand made within 20 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the Authority which will be relied upon at the hearing.
3. Except as otherwise provided in this Agreement, Section 75 of the Civil Service Law will govern any disciplinary proceedings. The Authority shall appoint a Hearing Officer from a panel previously agreed upon between the Authority and the Union. If the Union will represent the employee, the Authority and the Union will agree upon the Hearing Officer. In the absence of such agreement, the Authority and the Union will alternately strike names from the said panel, and the person able and willing to serve, whose name was last stricken from the panel, will be appointed.
4. Upon selection and engagement of the Hearing Officer, the Hearing Officer shall determine the date, time and place of the hearing, after consultation with the parties. The proposed scheduled date of the hearing should be within 14 calendar days of the Hearing Officer's appointment.

- 15.B. 5. The Hearing Officer's decision should be made and served on the Authority and the Union within ten calendar days of the last day of the hearing, unless the parties agree upon an extension of such time. The Hearing Officer's recommendation(s) shall be served upon the Authority and the Union at the same time. Within five days after service of the Hearing Officer's decision, the Authority shall issue a determination.

The Authority will compensate the Hearing Officer and furnish one copy of the transcript of the hearing, if one has been prepared, to the Union or the employee if the employee is not represented by the Union.

6. Neither the decision nor the recommendation(s) of the Hearing Officer shall be binding upon the parties. The determination of the Authority may be appealed to the Civil Service Commission or to the courts pursuant to the provisions of Section 76 of the Civil Service Law.

15.C. Cardinal Offense Procedure

1. An employee charged with any of the following offenses involving the Authority may be suspended until receipt of the Hearing Officer's decision: a) physical assault on a supervisor or any other employee or Authority patrons; b) theft, embezzlement or conviction of a felony; c) loss of driver's license because of driving on duty under the influence of liquor or illegal narcotics, and/or willful concealment of loss of driving privileges; d) violation of Authority's weapons policy;
2. If the Hearing Officer finds that the employee should not be discharged the employee shall be reinstated and returned to work with back pay minus any penalty imposed by the Hearing Officer.
3. The decision of the Hearing Officer is final and binding on the parties.
4. All hearing dates offered by the designated Hearing Officer shall be acceptable to the Thruway Authority. If the Thruway Authority does not accept a date which is offered by the Hearing Officer and is acceptable to the union, the employee shall be restored to the payroll for each workday (including holidays) until the date of the Hearing Officer's next availability.
5. The Hearing Officer shall offer four (4) hearing dates within a 45-day period from the date the charges are issued. If a Hearing Officer is unable to offer four such dates, and the parties jointly determine that the hearing cannot be completed within the

offered dates, the parties will select the next name on the division's rotating list of Hearing Officers, and then from the list of Hearing Officers from the division which is next in numerical order with the understanding that 4 shall be followed by 1.

6. The Hearing Officer shall issue a decision within twenty (20) days after the hearing is closed unless otherwise mutually agreed by the parties, but in no event shall the decision be issued more than forty (40) days after the close of the hearing.
7. The intent of section 4, above, is that if the Authority causes delay in the hearing due to unavailability on dates offered by the Hearing Officer, the Authority shall pay the employee their salary for the period of such delay.

15.D. Job Abandonment

Any employee absent from work without authorization for 20 workdays shall be deemed to have resigned their position unless the employee or family member has contacted such employee's supervisor or the Personnel Office.

15.E. Loss Of Driver License

Employees whose job requires a driver license shall be suspended without pay for any period during which the employee's driver license is suspended, revoked, or expired. Such employee will also be subject to disciplinary action at the Authority's sole discretion except that employees who within seven days of their license being suspended, revoked or expired inform their supervisor and regain the right to operate vehicles identical to those the employee could operate prior to the driver license being suspended, revoked or expired shall not be subject to disciplinary action solely for the first time they lose their driver license. The Authority will issue a bulletin annually to all employees reminding them of their responsibility to maintain the appropriate license necessary for the performance of the full duties of their position.

ARTICLE 16 Maintenance Employees

16.A. Applicability of Article

This Article applies to all full-time field maintenance employees in this Negotiating Unit.

16.B. Supervisor-Employee Meetings

The parties agree that supervisor-employee meetings will be held to

discuss matters of mutual interest on an as-needed basis. Meetings may also be requested by the Union representative in which case a proposed detailed agenda shall accompany the request. Such meetings will be held, so far as practicable, during working hours and will include not more than four Authority employees as Union representatives. Employee representatives working other than the II Shift will be granted compensatory time off with pay during their shift, including actual and necessary travel time not to exceed two hours each way.

16.C. Coffee Breaks

The Authority agrees to continue to grant employees two fifteen minute coffee breaks per workday or shift.

16.D. Assignments of Employees Outside of Their Regular Work Area/Location

The parties agree that the assignment of highway or bridge employees to work in a maintenance section or bridge crew other than the one to which they are regularly assigned will be made, to the extent possible, on a volunteer basis in order of seniority. The parties also agree that, in the event there are insufficient volunteers, employees will be assigned in reverse order of seniority to the extent required to provide sufficient personnel for the work to be performed.

16.E. Staffing of Snow Plows and Patrol Trucks

The parties agree that two employees will be assigned to operate a truck equipped with a right-hand wing plow or a spreader when, during loading or snow plowing operations, in consideration of weather and other visibility conditions, the safety of personnel and equipment, and the most appropriate utilization of the available personnel and equipment, such snow plowing operation requires it.

The parties also agree that the number of employees to be assigned to operate a patrol truck will be determined by the supervisor and that when, in the supervisor's opinion, the conduct of the patrol operation requires the assignment of two employees to the patrol truck, in consideration of weather conditions, the safety of personnel and equipment, and the most appropriate utilization of the available personnel and equipment, such assignment will be made.

16.F. Conduct of Mowing Operations

The Authority agrees to encourage the use of the "buddy" system in the conduct of mowing operations whereby mowers operate in teams.

16.G. Performance of Lower Grade Duties by Supervisors

The parties agree that supervisors will not be assigned, or assign themselves, to perform duties of positions comprising this Negotiating Unit except in emergencies, or as such duties may be included in the class specification of the supervisory position, or unless an employee in the appropriate title has been called to report for duty and has not arrived or is not available.

16.H. Assignment of Overtime Opportunities

The parties agree that overtime opportunities will be distributed equitably among qualified employees.

The parties further agree that the practices for the distribution of overtime in effect in each work unit on the date of this contract will be continued.

The procedure for the distribution of such overtime is as follows:

The Authority will establish a list of qualified employees in order of seniority by work unit or by shift depending on the present overtime practice of the work unit. Working an overtime opportunity of less than four hours shall not affect an employee's standing on the overtime list. Working an overtime opportunity of four to less than eight hours, or a call-out of less than eight hours, being unavailable or refusing an overtime opportunity shall be deemed a chargeable overtime opportunity. Working an overtime opportunity of eight to less than twelve hours shall be deemed two chargeable overtime opportunities. Working an overtime opportunity of twelve to less than sixteen hours shall be deemed three chargeable overtime opportunities. Working an overtime opportunity of sixteen hours or more shall be deemed four chargeable overtime opportunities.

Refusing and being unavailable for an overtime call is equal to the number of charges for working such overtime.

Employees who call in for unscheduled sick leave will not be eligible for overtime in the next 24 hour period from the start of the missed shift.

Employees who go home sick before the end of their regular shift will not be eligible for overtime within the next 24 hours of the start of the shift during which they left early.

For purposes of scheduled overtime, Bridge employees and employees of the Bureau of Equipment Maintenance assigned to a maintenance section are not considered Section employees and will not be considered as being on the Section list nor will Section employees be considered as being on the Bridge list unless otherwise mutually agreed between the Authority and the Union.

If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time. If a temporary employee is improperly assigned overtime that should have been assigned to a permanent employee and the Authority is unable to reschedule the permanent employee for overtime in place of a temporary employee, the Authority will pay the permanent employee for the lost time.

If in either party's view the Authority alters the shift or overtime staffing so that the equitable distribution of overtime in effect in the work unit is no longer feasible, then the parties will agree on a new method of overtime distribution.

The parties agree that the "crew concept" shall be utilized for the distribution of bridge overtime, whereby overtime required on a particular bridge project will first be offered to the members of the crew assigned to that project.

However, it is understood that the desire of the parties is that there be an equitable distribution of overtime opportunities among Bridge employees in the geographical unit to which the employees are assigned. Therefore, this must be considered in making crew assignments to bridge projects where it is known in advance that such project would require overtime on a continuing basis.

16.I. Winter Maintenance Patrol (Weekend and Holiday)

When the Winter Maintenance Patrol (Weekend and Holiday) is fully staffed, such staffing, which may include at least one Construction Equipment Operator (Heavy) per shift, shall be at least three employees in all Divisions.

16.J. Winter Maintenance Shifts (Monday-Friday)

1. Winter Maintenance Shift assignments shall be posted at least two weeks in advance. Winter Maintenance Shifts shall be staffed first by volunteers, then by Section employees in reverse seniority order, except that no employee shall be required to work more than two consecutive pay periods on the 4:00 p.m. - 12:00 midnight shift and two consecutive pay periods on the

12:00 midnight - 8:00 a.m. shift, or four consecutive pay periods on a combination of both.

An employee assigned pursuant to article 16.d. to a work unit with winter maintenance shifts, shall be permitted to volunteer for a shift in seniority order provided that such employee reports to the work unit prior to the winter maintenance shifts being posted and bid in the work unit. If the employee reports to the work unit after the winter maintenance shifts have been bid in the work unit, then the employee will be assigned to a shift that had not been bid for.

2. Summer Maintenance Shifts (Night Crews)

The Authority will designate the reporting location, work and the regularly scheduled hours of operation for each summer maintenance night crew.* Such reporting location and regularly scheduled hours of operation may be changed at the Authority's discretion with two weeks notice.

Permanent maintenance employees other than TMW's may volunteer to be assigned to a summer maintenance night crew without regard to the work hours specified for these employees in Article 11.A.1. Such assignments shall, however, be at the Authority's discretion. Volunteer employees will be assigned for the entire duration of the summer maintenance night crew unless otherwise authorized by the Authority. The Authority retains the right to determine which, if any, volunteers will be granted assignment to a summer maintenance night crew.

Employees on the summer maintenance night crew are eligible for night shift differential in accordance with Article 8.G., Night Shift Differential.

*For the purposes of this Article, a summer maintenance night crew is a maintenance work crew established for a project and/or a season whose regularly scheduled hours, or some portion thereof, fall between 5:00 p.m. and 5:30 a.m. outside of the winter maintenance season.

16.K Drug and Alcohol Testing

1. To ensure that employees are provided a safe and healthful workplace in which to conduct business, and that employees are fit for duty the Authority administers a drug and alcohol testing program pursuant to the Omnibus Transportation Employee Testing Act (OTETA). Employees are required to report to work fit for duty and to remain fit for duty throughout

the work day. Consistent with OTETA, an employee who performs safety sensitive functions and who tests positive for alcohol or a controlled substance (drug) is considered unfit for duty and must be removed from performing safety sensitive functions.

Employees who test positive for drugs or who have an alcohol concentration of .04 or higher must receive an evaluation from a Substance Abuse Professional (SAP). Employees are directly responsible for paying the cost of SAP services. Refusal to participate in SAP recommended activities will result in dismissal.

Schedule For Drug And Alcohol Testing Activity Taken For Positive Test Results Pursuant To OTETA During Any Continuous 48 Month Period.

Type of Violations	1 st Violation of Drug & Alcohol Policy	2 nd Violation of Drug & Alcohol Policy	3 rd Violation of Drug & Alcohol Policy
Alcohol Testing .02 - .0339 reading	Employee will be placed on LWOP during the 24 hours restricted from CDL Safety-sensitive duties.	Employee will be placed on LWOP during the 24 hours restricted from CDL safety-sensitive duties.	Dismissal
Alcohol Testing .04 or higher reading	Employee will be placed on LWOP until tested negative and cleared by SAP (refusal to participate in rehabilitation activities will result in dismissal).	Employee will be placed on LWOP until tested negative and cleared by SAP (refusal to participate in SAP recommended rehabilitation activities will result in dismissal). Plus 30 day suspension when rehabilitation and negative test is complete.	Dismissal
DRUG TESTING Positive Reading	Employee will be placed on LWOP until tested negative and cleared by SAP (refusal to participate in rehabilitation activities will result in dismissal).	Dismissal	Dismissal

Each offense is considered a violation of the Authority's Drug and Alcohol policy. Therefore, a second offense is the second time the policy has been violated regardless of the type of violation.

In addition, the employee remains subject to disciplinary action for violation of the Authority policy on Alcohol and Drug Abuse in the Workplace.

The schedule above only applies to permanent employees. Non-permanent and probationary employees are subject to immediate dismissal.

- 16.K.2 To ensure that employees are provided a safe and healthful workplace in which to conduct business, and that employees are fit for duty the Authority administers a drug and alcohol testing program pursuant to United States Coast Guard Regulations. Employees are required to report to work fit for duty and to remain fit for duty throughout the work day. Consistent with Coast Guard Regulations, an employee who performs safety sensitive duties and who tests positive for alcohol or a controlled substance (drug) is considered unfit for duty and must be removed from performing safety sensitive functions.

Employees who test positive must receive an evaluation from a Substance Abuse Professional (SAP). Employees are directly responsible for paying the cost of SAP services. Refusal to participate in SAP recommended activities will result in dismissal.

Schedule For Drug And Alcohol Testing Activity Taken For Positive Test Results Pursuant To United States Coast Guard Regulations During Any Continuous 48 Month Period.

Type of Violations	1 st Violation of Drug & Alcohol Policy	2 nd Violation of Drug & Alcohol Policy	3 rd Violation of Drug & Alcohol Policy
Alcohol Testing .04 or higher reading	Grant LWOP until cleared by MRO/SAP (refusal to participate in MRO/SAP recommended rehabilitation activities will result in dismissal) and tested negative for return to duty.	Grant LWOP until cleared by MRO/SAP (refusal to participate in MRO/SAP recommended rehabilitation activities will result in dismissal) and tested negative for return to duty, then immediately suspended for 30 calendar days.	Dismissal
Drug Testing Positive Reading	Grant LWOP until cleared by MRO/SAP (refusal to participate in MRO/SAP recommended rehabilitation activities will result in dismissal) and tested negative for return to duty.	Dismissal	Dismissal

Each offense is considered a violation of the Authority's Drug and Alcohol policy. Therefore, a second offense is the second time the policy has been violated regardless of the type of violation.

In addition, the employee remains subject to disciplinary action for violation of the Authority policy on Alcohol and Drug Abuse in the Workplace.

The schedule above only applies to permanent employees. Non-permanent and probationary employees are subject to immediate dismissal.

Should the employee be required by the Authority to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of a positive drug and/or alcohol test, the USCG suspends or revokes such document, the employee will be deemed unqualified for their position and will be dismissed.

- 16.K.3 Refusal to test or participate in Drug and Alcohol testing administered pursuant to OTETA and/or United States Coast Guard Regulations are deemed to be positive tests under the law.

16.L. Work Clothing, Accessories and Tool Allowance

1. The parties agree that a work clothing cleaning allowance of \$110 annually will be paid to those employees receiving work clothing (two sets of summer and two sets of winter clothing) pursuant to the "Work Clothing Allowance Policy Statement" (25-3-01) of the Authority. One extra set of work clothing will be issued to employees in the following positions: Bridge Repair Assistant Trainee I and II, Bridge Repair Assistant, Bridge Repair Mechanic and Bridge Welder. All maintenance employees will receive four (4) sets of work clothing for their initial issue.

Winter coats will be provided to all eligible maintenance employees. Such coats will be replaced on the basis of reasonable wear and tear on the job.

Cleaning allowances shall be paid four times per year, January 31, April 30, July 31, and October 31, after the end of the calendar quarter, to which such allowances apply. Employees shall be eligible to receive a quarterly payment if they utilize such clothing at least nine weeks within such calendar quarter.

The Authority will provide disposable or other "throwaway" clothes to certain Maintenance Assistant (Mechanics), Motor

Equipment Mechanics and other titles where the nature of the job (such as tarring, bit paving or cleaning of septic tanks) requires the use of such clothing, and improved disposable clothes to Bridge Painters in accordance with a policy to be promulgated by the Authority.

Where suitable throwaway clothing is not available and replacement of the work clothing of Bridge Painters engaged in sand blasting has been made necessary because of such work, such damaged clothing may be turned in for replacement. Where suitable throwaway clothing is not available and replacement of the work clothing of Bridge Painters engaged in high level bridge painting has been made necessary because of such work, such damaged clothing may be turned in for replacement up to a maximum of three sets per year.

- 16.L. 2. The Authority agrees to provide paint gloves and rain coats or rain suits to employees on an as-needed basis.
3. The Authority agrees to provide, on a phase-in basis, over-the-shoe shorter boots in place of the present hip boots. The Authority further agrees to retain six pairs of hip boots per Maintenance Section. Worn out or damaged short boots must be turned in for replacement.
4. The Authority will provide to employees who have not previously received such safety equipment and whose positions required that they wear such equipment, reimbursement for two pairs of safety shoes. Purchases of safety shoes will be reimbursed up to \$100.00.

The Authority further agrees upon request of the employee, to reimburse the employee for the replacement for such safety shoes for these employees and the employees who were previously issued such safety shoes at the rates set forth above, when replacement is made necessary by wear or damage on the job.

Those employees who are provided or reimbursed for such equipment shall make full appropriate use thereof.

5. The Authority agrees to provide an annual allowance of \$150.00 to employees in the Bureau of Equipment Maintenance employed in the titles of Motor Equipment Mechanic, Sheet Metal Worker, Automotive Body Mechanic, Maintenance Assistant (Mechanic), Welder (when regularly assigned to Automotive Repair Shop) and Machinist and to employees in the Bureau of Thruway Maintenance in the titles of Toll Equipment Mechanic, and Movable Barrier Operator, to reimburse these

employees for personally owned tools required to be furnished by them, or which they provide voluntarily in excess of requirements, and which are broken, worn out, lost or stolen in the performance of their duties. Effective January 31, 1994, the annual allowance will be increased to \$200.

Tool allowances shall be paid once a year WITH the last pay check in January. Employees shall be eligible to receive a quarter of the tool allowance if they are at work in a title to which such allowance is applicable at least nine weeks within such calendar quarter.

The Authority will continue to provide insurance for loss of tools from the required tool complements to a limit of \$5,000.

16.M. Posting of Overtime and Out-of-Title

The Authority agrees to post monthly at the appropriate work locations the actual overtime hours worked during the preceding month by each employee assigned to such work location. The Authority will provide information monthly to the Division Engineer and the Maintenance Chief Shop Steward showing the amount of out-of-title and overtime worked for each work location within the Division. In addition, the work unit's overtime opportunity sheet will be posted in the lunchroom or near the time clock at each work location.

16.N. Out-of-Title

1. A field maintenance employee (including Sign Shop employees) but excluding Equipment Maintenance employees referred to in 5. below assigned to:

- supervise a work crew
- operate heavy equipment
- perform the duties of a higher level position

shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour. However, for the operation of the front-end loader such assignment shall be for four consecutive hours or more before the employee receives out-of-title pay from the first hour.

2. Non-consecutive fractions of an hour cannot accumulate to make an hour's unit of out-of-title pay. In the operation of the front-end loader non-consecutive hours cannot accumulate to make a four-hour unit of out-of-title pay. Article 8.E.1. and 2. apply in determining employees' salaries in out-of-title

situations.

- 16.N. 3. If an employee is bypassed for an out-of-title work assignment, the Authority shall have 21 calendar days from notice thereof to rectify the situation by offering the employee another out-of-title opportunity. If the Authority is unable to make this offer within the above time frame, the Authority shall pay the employee for the lost assignment. This provision will only be invoked by the parties when an obvious error in an out-of-title assignment has occurred or when the out-of-title assignments in the work unit have not been fairly distributed.

4. Heavy equipment is defined as:

Grader
Bulldozer or other tracked vehicle
Gradall
Asphalt paver (driver and screed operator)
Front end loader
Niteliner (driver only)
Truck trailer combination requiring Class I
License
Herbicide truck
Sign boom truck (Crane) - operator paid
out-of-title as SG-12
BridgeMaster 2 (bucket operator only)
Condor (driver and platform operator)
Self-Propelled Snowblower (driver only)

5. Equipment Maintenance employees:

- a. In lieu of out-of-title pay, employees in the title of Maintenance Assistant (Mechanic) will receive \$.25 per hour premium pay, which will be included in their biweekly salary check. An employee must demonstrate competence by passing a performance test before being eligible for such premium pay. This test shall be given each January. These additional monies will be considered as part of salaries for retirement purposes only and not for overtime purposes, promotion or in calculating future salary increases.
- b. The money amounts described in paragraph a. above will also be awarded to present 8M's without further testing. Those Maintenance Assistant (Mechanics) presently taking AIP training will receive AIP increments set forth in Article 8.D. upon completion of such training.

16.N. 6. Out-of-Title Committee

The parties agree to the formation of a Unit I Out-of-Title Committee which will review new Authority equipment to determine if such equipment should be classified as "heavy or light" for out-of-title purposes.

The Authority agrees to grant Employee Organizational Leave to employees of the Authority in this Negotiating Unit for meetings of such Committee, including actual and necessary travel time not to exceed 6.5 hours each way.

7. The parties agree that the "crew concept" shall be utilized for the distribution of Bridge out-of-title assignments, whereby out-of-title work required on a particular Bridge project will first be offered to the members of the crew assigned to that project.

16.O. Summer Patrol

In addition to whatever other summer patrols the Authority may schedule, and on Sundays during the months of July and August, (including the Sunday before Labor Day) the summer patrol will be maintained for a minimum of four hours for each section but, at the Authority's option, a patrol may be assigned to cover two sections, in which case it will work eight hours.

When the 4th of July falls on a Friday, the Summer Patrol will be conducted the following Saturday.

The parties agree that employees shall have the option of selecting the starting time for the summer patrol and barrel dumping operations between 6:00 a.m. and 8:00 a.m., subject to the approval of the supervisor.

16.P. Commuting Limit for Toll Equipment Mechanics

No limit will hereafter be imposed upon Toll Equipment Mechanics with respect to the distance from the Thruway within which they must reside.

16.Q. Seniority for Field Maintenance Employees

Seniority for field maintenance employees shall be defined as length of continuous annual/hourly (non-seasonal) service with the Authority, except in the case of hourly (non-seasonal) employees who have seasonal hourly service which is contiguous with their non-seasonal service, their seniority shall be dated from the date of their appointment to such contiguous seasonal hourly service.

Example: Employee Sands, appointed seasonal/hourly as a Construction Equipment Operator (Light) on September 30, 1975, works full time until November 1, 1975, at which time employee Sands is appointed permanently as a Construction Equipment Operator (Light). Employee Cannon is appointed permanently as a Construction Equipment Operator (Light) on October 15, 1975. Employee Cannon is senior to employee Sands until November 1, 1975, when employee Sands is appointed permanently and then employee Sands has 16 days more seniority than employee Cannon.

It shall apply as hereafter set forth:

- 16.Q.1. Continuous service with the Authority shall apply to promotion, transfer and seniority lists except, after December 1, 1987, the following exceptions apply:
- a. When an employee takes a voluntary demotion, their seniority shall begin as of the employee's time in the new work unit. Such employees shall have full seniority, however, only for the purpose of transferring between work units. For all other purposes seniority will be the date the employee takes the voluntary demotion.
 - b. When an employee changes from a competitive to a non-competitive job, the employee's seniority in the new work unit shall begin as of the time of the move. Such employees shall have full seniority, however, only for the purpose of transferring between work units. For all other purposes seniority shall be as of the date of their demotion or change from competitive class to non-competitive class.

An employee who is terminated or who resigns shall have seniority from the date of reinstatement for promotion and transfer but shall retain all other earned benefits. Military leave, leave of absence, Workers' Compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.

- 2. For purposes of transfer among equally qualified employees in accordance with the provisions of Article 16.T. and 16.U., subject to number 1.
- 3. For purposes of promotions to non-competitive positions, among employees equally qualified, in accordance with Article 16.S., subject to number 1.

16.Q.4. For purposes of overtime work opportunities, in accordance with Article 16.H., subject to number 1.

5. For purposes of vacation, in accordance with present practice.

A permanent maintenance employee appointed or promoted to a seasonal position shall continue to accrue seniority in the permanent position for salary and the above purposes. Except that in the case of overtime opportunities, upon reverting to the permanent position, the employee will be credited with the highest number of overtime opportunities of any member of the work unit.

NOTE: Seniority for field maintenance employees shall provide that ties in seniority may be broken first by counting non-competitive seasonal service and second, if need be, by the flip of a coin.

16.R. Primary and Secondary Promotion Units

1. For non-competitive field maintenance positions, primary promotion units shall include the following:

Highway Maintenance Section;
Division Garage;
Division Bridge;
Division Highway;
Division Buildings;
Sign Shop;
Tappan Zee Bridge Maintenance Section;
Niagara Bridge Maintenance Section;
Janitors Assigned to I-84.

2. Automotive maintenance, clerical and administrative positions are excluded from the Highway Maintenance Section for promotion purposes.

3. For promotion purposes, automotive maintenance positions in Highway Maintenance Sections are assigned to the Division Garage of the Division in which they are geographically located.

4. Vacancies occurring in Construction Equipment Operator (Heavy) positions will be filled from among qualified candidates who have had service with the Authority in Construction Equipment Operator (Light) or Thruway Maintenance Worker positions unless neither the primary nor secondary promotion unit produces such qualified candidates, in which case recruitment for these positions will be conducted in accordance with the "Job Vacancy Posting Policy for Non-Competitive Class

Positions" as provided in Policy 25-2-21, which will be amended to provide an eight day posting procedure for every vacancy in primary units and secondary units, where necessary, and to provide for actual notice to employees on leave from such units.

- 16.R.5. First considered will be promotions from within the primary promotion unit, within the Department of Maintenance Engineering, in order of seniority.

Second considered will be promotions from elsewhere within the Division and transfers from elsewhere within the Division, within the Department of Maintenance Engineering, in order of seniority. Sign Shop employees and non-competitive class maintenance employees assigned to administrative headquarters will be considered in this unit in the Albany Division.

Third considered will be promotions from elsewhere within the Authority, within the Department of Maintenance Engineering, in order of seniority.

Fourth considered will be promotions from elsewhere within the Authority.

6. For the purposes of this Section, eligible employees seeking permanent appointment to a lower level position shall be considered the same as promotion candidates.
7. Permanent competitive class employees shall not be included in the promotion units described in paragraph 5. above for the purpose of filling non-competitive or labor class seasonal positions. Such employees shall be considered within the appropriate promotion unit for the filling of all other vacancies.

16.S. Promotion of Non-Competitive Class Field Maintenance Employees

1. When a vacancy is to be filled in a position for which there are employee(s) eligible for promotion within the primary promotion unit, it will be in seniority order from such list of employees unless failure to do so is supported by a "skip memo".
2. When a vacancy is to be filled in a position for which there is both a transfer roster and employee(s) eligible for promotion from elsewhere within the Division, within the Department of Maintenance Engineering, it will be in seniority order from the combined roster of the employees eligible for promotion and employees interested in transfer, unless failure to do so is supported by a skip memo.

- 16.S.3. Skip memos which purport to deny such transfers or promotions only on the grounds that the employee requesting the transfer or promotion is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.
4. Promotional skip memos which do not relate to the competence (including ability and/or other qualifications) and/or the satisfactoriness of prior service of employees concerned will not be permitted. Only one promotional skip memo may be submitted to support the denial of each promotion to an employee, except that a skip memo may be amended to take into consideration matters which were not known to the writer at the time the skip memo was submitted. The employee concerned shall be given a copy of each such skip memo and amendment at the time of submission thereof.
5. If a position is filled by any other person, the most senior promotee shall be notified in writing of that fact and of the reason therefore, unless they have filed a written waiver of such notice.

16.T. Transfer of Non-Competitive Class Field Maintenance Employees

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time. All such requests shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated. ONLY THE NAMES CONTAINED ON THE TRANSFER ROSTER AT THE TIME A VACANCY OCCURS ARE REQUIRED TO BE CONSIDERED FOR THE VACANCY.
2. When a vacancy is to be filled in a position for which there is a transfer roster and no employee(s) eligible for promotion within the primary or secondary units, it will be in seniority order from such roster unless failure to do so is supported by a "skip memo".
3. When a vacancy is to be filled in a position for which there is both a transfer roster and employee(s) eligible for promotion from elsewhere within the Division, within the Department of Maintenance Engineering, it will be in seniority order from the combined roster of the employees eligible for promotion and employees interested in transfer, unless failure to do so is supported by a skip memo.

- 16.T. 4. Skip memos which purport to deny such transfers or promotions only on the grounds that the employee requesting the transfer or promotion is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.
5. The name of each employee who transfers shall be removed from all transfer rosters for a period of one year. THE NAME OF EACH EMPLOYEE WHO ACCEPTS A TEMPORARY/SEASONAL TRANSFER SHALL BE REMOVED FROM ALL TEMPORARY/SEASONAL ROSTERS FOR A PERIOD OF ONE YEAR. Thereafter, it may be placed upon any transfer roster as provided in paragraph 1. above.
6. A special transfer roster for Construction Equipment Operator (Light)(CEOL's) and a special transfer roster for Bridge Repair Assistants (BRA's) will be created in January of each year for use during the calendar year. In January, CEOL's will be asked to complete a transfer canvass form indicating interest in transfers to CEOL vacancies in other work locations. In January, BRA's will be asked to complete a transfer canvass form indicating interest in transfers to BRA vacancies in other work locations. All canvass forms shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for CEOL and for BRA by location. A CEOL or a BRA may add or remove their name from the transfer list at anytime by writing to the Director of Personnel. Such additions and removals will also be acknowledged in writing. However, only the names contained on the special CEOL transfer roster at the time a vacancy occurs [once the division has requested the transfer list] will be considered for the CEOL vacancy and listed in seniority order in accordance with Article 16.Q of the Unit 1 Agreement. Only the names contained on the special BRA transfer roster at the time a vacancy occurs [once the division has requested the transfer list] will be considered for the BRA vacancy and listed in seniority order in accordance with Article 16.Q of the Unit 1 Agreement.
7. When a CEOL or BRA vacancy is to be filled, the CEOL or BRA transfer will be verbally offered to the first person on the special CEOL or BRA transfer roster unless failure to do so is supported by a "skip memo" in accordance with the provisions of Article 16.T.2 above. The CEOL or BRA transfer candidate must accept or decline the transfer within 48 hours of the time the offer is extended. Failure to respond will be considered a declination and the transfer will be offered to the next most senior transfer candidate. If an employee declines a transfer when it is offered in accordance with the provisions of Article 16.T.6, they will be

removed from the special CEOL or BRA transfer roster for that location. If a CEOL or BRA transfer candidate is not available to be contacted in person or by telephone they will be skipped. If an employee who has accepted a transfer, then declines the transfer they will be removed from all special CEOL or BRA transfer rosters for a period of one year. Thereafter, they may request to be placed upon any special transfer roster as provided in article 16.T.6 above. The vacancy shall then be filled in accordance with Article 16.T.6.

16.T. 8. The name of the employee who transfers shall be removed from the special CEOL or BRA transfer roster for a period of one year; thereafter, they may request to be placed upon any special transfer roster as provided in paragraph 6 above.

9. In the event there are no CEOL's interested in transferring to an available CEOL position, or in the event there are no BRA's interested in transferring to an available position, the position will be converted to a Thruway Maintenance Worker and filled at the discretion of the Authority in accordance with the procedures set forth in this Agreement.

16.U. Transfer of Competitive Class Maintenance Employees

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time. All such requests shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated.
2. When a vacancy is to be filled in a position for which there is a transfer roster, it will be in seniority order, Thruway-wide, from such roster unless failure to do so is supported by a "skip memo". Skip memos which purport to deny such transfers only on the grounds that the employee requesting the transfer is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.
3. The name of each employee who ACCEPTS A PERMANENT TRANSFER shall be removed from all PERMANENT transfer rosters for a period of one year. THE NAME OF EACH EMPLOYEE WHO ACCEPTS A TEMPORARY/SEASONAL TRANSFER SHALL BE REMOVED FROM ALL TEMPORARY/SEASONAL ROSTERS FOR A PERIOD OF ONE YEAR. Thereafter, it may be placed upon any transfer roster as

provided in paragraph 1. above.

THE NAME OF EACH EMPLOYEE WHO DECLINES A JOB OFFER SHALL BE REMOVED FROM ALL TRANSFER ROSTERS FOR A PERIOD OF ONE YEAR. THEREAFTER, THE EMPLOYEE'S NAME MAY BE PLACED UPON ANY TRANSFER ROSTER AS PROVIDED IN PARAGRAPH 1 ABOVE.

16.U.4. Where a vacancy is to be filled in a position for which there is a transfer roster, the eligible list shall not be utilized until the transfer roster has been exhausted by declinations or skip memos.

5.a A SPECIAL TRANSFER ROSTER FOR CONSTRUCTION EQUIPMENT MECHANICS (CEM'S) WILL BE CREATED IN JANUARY OF EACH YEAR FOR USE DURING THE CALENDAR YEAR. IN JANUARY, CEM'S WILL BE ASKED TO COMPLETE A TRANSFER CANVASS FORM INDICATING INTEREST IN TRANSFER TO A VACANT CEM POSITION AT ANOTHER WORK LOCATION. ALL CANVASS FORMS SHALL BE SUBMITTED TO, AND RECEIPT ACKNOWLEDGED IN WRITING BY, THE PERSONNEL DIRECTOR, WHO WILL ESTABLISH AND MAINTAIN A TRANSFER ROSTER FOR CEM BY LOCATION. A CEM MAY ADD OR REMOVE THEIR NAME FROM THE TRANSFER LIST OR A LOCATION AT ANYTIME BY WRITING TO THE DIRECTOR OF PERSONNEL. SUCH ADDITIONS AND REMOVALS WILL ALSO BE ACKNOWLEDGED IN WRITING. HOWEVER, ONLY THE NAMES CONTAINED ON THE SPECIAL CEM TRANSFER ROSTER FOR A PARTICULAR LOCATION AT THE TIME A VACANCY OCCURS AT THAT LOCATION WILL BE CONSIDERED FOR THE VACANCY AND LISTED IN SENIORITY ORDER IN ACCORDANCE WITH ARTICLE 16.Q OF THE UNIT I AGREEMENT.

b. WHEN A CEM VACANCY IS TO BE FILLED, THE CEM TRANSFER WILL BE ORALLY OFFERED TO THE FIRST PERSON ON THE SPECIAL CEM TRANSFER ROSTER UNLESS A FAILURE TO DO SO IS SUPPORTED BY A "SKIP MEMO" IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 16.T.2. THE CEM TRANSFER CANDIDATE MUST ACCEPT OR DECLINE THE TRANSFER WITHIN 48 HOURS OF THE TIME THE OFFER IS EXTENDED. FAILURE TO RESPOND WILL BE CONSIDERED A DECLINATION AND THE TRANSFER WILL BE OFFERED TO THE NEXT MOST SENIOR TRANSFER CANDIDATE. IF AN EMPLOYEE DECLINES A TRANSFER WHEN IT IS OFFERED IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (a) ABOVE. THE VACANCY SHALL THEN BE FILLED IN ACCORDANCE WITH PARAGRAPH (a) OF THIS AGREEMENT.

16.U.5.c. THE NAME OF THE EMPLOYEE WHO TRANSFERS SHALL BE REMOVED FROM THE SPECIAL CEM TRANSFER ROSTER FOR A PERIOD OF ONE YEAR, THEREAFTER, THEY MAY REQUEST TO BE PLACED UPON ANY TRANSFER ROSTER AS PROVIDED IN PARAGRAPH (a) ABOVE.

- d. IN THE EVENT THERE ARE NO CEM'S INTERESTED IN TRANSFERRING TO AN AVAILABLE CEM POSITION, THE POSITION WILL BE CONVERTED TO A MOTOR EQUIPMENT MECHANIC AND MAY BE FILLED AT THE DISCRETION OF THE AUTHORITY IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS AGREEMENT.

16.V. Tappan Zee Bridge Emergency Patrol

1. The Authority will provide reflectorized vests for the work crew which can be worn for identification and safety purposes.
2. So far as practicable and without interference with the proper conduct of Authority functions, Patrol Crew members will be permitted to swap days and shifts upon the approval of their supervisor and joint agreement by all crew members engaging in the swap. Such approval must be sought at least 48 hours prior to the proposed swap and the change in schedule shall not result in additional overtime for the Patrol Crew.
3. When an employee is assigned to be the crew chief, such employee shall receive out-of-title pay at the salary grade 10 level provided that there is no other supervisor assigned to the Wrecker Crew during that time period.
4. The Authority agrees to revise the present Tappan Zee Bridge Wrecker Crew schedule to provide for equitable distribution of weekends off and equitable distribution of overtime opportunities. This revision shall not result in additional overtime as compared to the present Tappan Zee Bridge Wrecker Crew schedule. This revised schedule shall be implemented no later than 60 days after the signing of this Agreement.

16.W. High Level Premium Pay - For Field Maintenance Employees

All field maintenance employees at Grade 12 and below when required to work at heights of 25 feet or more shall receive \$.30 per hour premium pay. This premium pay will be made for the period of the entire assignment.

Effective the date of this Agreement, such field maintenance employees will also receive an additional \$.30 per hour premium pay for work above 25 feet on the following Bridges:

Tappan Zee	Silver Creek
Kaaterskill	18 Mile Creek
Catskill	Big Sister Creek
Castleton-on-Hudson	North Grand Island
Normanskill	South Grand Island
Walnut Creek	Byram River
Route 52 (East and Westbound)	Brewster Viaduct
Delaware and Neversink Rivers	(East and Westbound)
(East and Westbound)	

For purposes of this Section, heights shall be determined from the bridge deck for work on or above a bridge deck. All other heights shall be determined from the ground or water level directly below the employee.

These additional monies will not be considered as part of salaries for overtime purposes or upon promotion.

16.X. Code "14"

If a maintenance employee is required to work more than 16 consecutive hours, the employee shall have the right to an eight hour rest period which will be charged to sick leave under a special code ("14"). The use of code "14" will not adversely affect the employee's bonus sick day pay if the employee meets the other qualifications for this pay.

16.Y. Toxic Materials

The Authority will develop a policy for those employees involved in the application of herbicides and/or the handling of toxic materials which will provide protection for employee lunches and give those employees the ability to wash up before eating.

16.Z. Special Work Crews

The parties agree to the establishment of special work crews for herbicide truck operation and rock slope reconditioning on a Thruway-wide basis. Members of these crews, while eligible for overtime opportunities when engaged in their primary function, will not adversely affect the overtime opportunities of employees in other work units. The parties are to continue to discuss and agree upon seniority, posting and other details prior to the implementation of these crews.

16.AA. Training

1. Maintenance employees assigned to perform training for Commercial Driver's License, first aid and factory representative training for new equipment or Construction Equipment Operators (Heavy) who are assigned to train Construction Equipment Operators (Light) on heavy equipment will receive additional pay at the rate of \$2.00 per hour for time spent training.

16.BB. Thruway Maintenance Worker

1. Thruway Maintenance Workers will be assigned to bridge maintenance and a highway maintenance work unit. Thruway Maintenance Workers will report generally, but not necessarily, on a seasonal basis to one of these work units at the Authority's discretion. When assignment between the employees' work units requires a change in reporting location or a change in shift, employees will be provided a two-week notice except in an emergency or where such notice is operationally impracticable. In addition, where assignment between the employee's work units involves travel beyond a contiguous highway section, such assignment will be made first from volunteers in the work unit on a seniority basis; and second, from among such employees on the basis of reverse seniority.
2. Bridge and highway assignments will generally be made to geographically proximate work units, however, employee requests for assignments to non-geographically proximate work units may be approved by the Authority on a case by case basis.
3. Seniority for Thruway Maintenance Workers will be determined pursuant to Article 16.Q. However, for the purpose of distribution of overtime opportunities, time spent out of a highway unit in a bridge unit and vice versa shall be treated as a seasonal appointment.
4. Appointment from a Bridge Repair Assistant position to a Thruway Maintenance Worker shall be deemed a promotion.
5. The primary promotion unit for Thruway Maintenance Workers shall be the bridge unit to which the position is assigned for employees who were permanently serving in a bridge maintenance work unit immediately prior to their appointment to Thruway Maintenance Worker. The primary promotion unit for Thruway Maintenance Workers shall be the highway maintenance work unit to which the position is assigned for

employees who were permanently serving in a highway maintenance work unit immediately prior to their appointment to Thruway Maintenance Worker. Those Thruway Maintenance Workers who were not permanently serving in either a bridge maintenance work unit or a highway maintenance work unit immediately prior to their appointment to Thruway Maintenance Worker shall have their primary promotion unit in either the Division Bridge maintenance work unit to which the position is assigned or the Highway Section maintenance work unit to which the position is assigned as designated by the Authority at the time of appointment to the Thruway Maintenance Worker position.

16.BB.6. Vacancies in Thruway Maintenance Worker positions will be filled pursuant to Articles 16.R., S. and T. except as modified by this Article.

7. A three-year Thruway Maintenance Worker Traineeship will be established and vacancies in Thruway Maintenance Worker positions will be filled at the Trainee 1, Trainee 2, Trainee 3 or journey level depending on the candidate's qualifications. Appointments will be first made at the journey level to fully qualified candidates wherever possible.
8. The Joint Authority and Teamsters Training Committee will be convened as soon as possible to discuss elements of a Thruway Maintenance Worker Traineeship.
9. Thruway Maintenance Worker Trainees will serve a probationary period concurrent with their traineeship.
10. As current permanent employees fill Thruway Maintenance Worker positions, additional Thruway Maintenance Worker positions may be established as vacancies are "matched" which may include reassigning a vacancy to where it is needed. In some cases where matches can't be made but the Authority determines that a permanent Highway Section employee is needed, a vacancy will be refilled as a CEOL.
11. Thruway Maintenance Workers, Construction Equipment Operators (Light) and Bridge Repair Assistants will continue to be eligible to receive out-of-title pay pursuant to Article 16.N. of the Unit I Agreement. Out-of-title pay will continue to be paid for those assignments for which it is currently paid; that is, for out-of-title assignments to operate heavy equipment, for assignments as a "crew leader" as such assignments are currently constituted and for assignments as a Bridge Repair Mechanic, Construction Equipment Operator (Heavy) or Maintenance Supervisor I. Nothing in this Agreement is

intended to change the current conditions under which out-of-title assignments are made or for which assignments out-of-title pay is currently received.

16.BB.12. Unless covered by this Article, or as subsequently agreed by the parties, all terms and conditions of the Unit I Agreement remain in force and applicable to Thruway Maintenance Workers as those terms and conditions appear in the Collective Bargaining Agreement.

13. Where a change in shift is assigned by the Authority, a minimum of a two-week notice shall be provided.

14. The word "direct" will be inserted between the word "the" and "supervisor" in the first sentence of the Thruway Maintenance Worker duty description so that it will read:

"Under the direct supervision of . . ."

16.CC. Construction Equipment Operator (Heavy)

1. The Authority will permanently fill a sufficient number of Construction Equipment Operator (Heavy) positions to provide at least three CEOH's per Highway Maintenance Section.
2. CEOH's appointed after 10/23/98 shall be assigned so as to provide at least one CEOH per shift during winter maintenance shifts. Such shifts shall first be filled on a voluntary basis in seniority order and second in a reverse order of seniority on a non-voluntary basis.
3. If the number of permanently filled CEOH items is reduced to fewer than three in a Highway Maintenance Section, assignment to winter maintenance shifts of CEOH's appointed after 10/23/98 shall only be pursuant to Articles 16.I. and J. until such time as the number of permanently filled CEOH items is restored to three or more in the Highway Maintenance Section.

**ARTICLE 17
Toll Collection Employees**

17.A. Applicability of Article

This Article applies to all full-time uniformed Toll personnel except as otherwise expressly provided herein.

17.B. Scheduling Time Off

The need for 24 hour coverage, seven days a week, makes it necessary to schedule days off, holiday time and other non-working periods of Toll Collectors at times and on days other than weekends, holiday dates and other conventional non-working dates and hours.

Since traffic is usually the heaviest on weekends and holidays, particularly during the summer months, days off will usually be on weekdays. Compensatory time for other purposes will be scheduled as set forth hereafter.

17.C. Work Schedules for Toll Collectors

1. All Toll Collectors will be assigned to duty in accordance with a work schedule covering a 28-day period. There will be 13 such schedules each year. Each such schedule will provide for not more than 19 scheduled workdays or shifts.
2. Compensatory time off for the 12 holidays specified in Article 12.A.1. will be given to Toll Collectors by granting one additional day off in 12 of the 13 annual schedule periods.
3. Toll Collectors will receive seven checkout days in lieu of time required for performing clerical duties in "checking-out" at the end of a shift. For a Toll Collector six of these seven checkout days may be taken in units of four hours or multiples thereof at the Toll Collector's discretion throughout the year. (See Article 17.R for definitions of long-term and short-term leave and notice required for such leave.) Such checkout leave must be with the approval of the supervisor. These days are not cumulative and any days remaining unused by an employee on January 1 of each year will be canceled. However, if a Toll Collector takes all but two of the five personal leave and six check-out days during the period from mid-June to mid-August and thereafter is denied, or is unable because of Workers' Compensation Leave or sick leave which extends from December 1 to the first full payroll period in January to request, permission to take either one or both of the remaining days before the first full payroll period in January, such day or days shall be accumulated and added to the checkout days and/or personal leave, as the case may be, credited to the employee for the following year. Toll Collectors will also receive an additional 3.5 days pay per calendar year at straight time to compensate for the overtime aspects of the seven checkout days as outlined in the "Procedure for Making Payment of Check-Out and Change-Over Time."

In addition to the above payment for checkout time, Toll

Collectors are eligible for 15 minutes pay at the employee's overtime rate for checkout purposes on each day when not scheduled to work and are subsequently called in for overtime.

- 17.C.4. Toll Collectors in all sections will be scheduled to be off duty two weekends per schedule period. For Shift I employees, weekends will be Sunday and Monday.
5. The limit on the number of employees who may be on vacation each day contained in the Manual for Personnel of the Bureau of Toll Collection-Section I is hereby eliminated. The parties have eliminated the previous restriction on the number of vacation days an employee may take during the summer.
 6. There shall be no variations beyond the two hour limit of the present I, II, IIB or III Shifts for the purposes of this Article.
 7. When a Toll Collector is absent from duty for a long-term absence, the employee may not sign a schedule rebid until they have provided documentation that indicates their ability to return to full duty before the end of that signed for period. If the employee signs and subsequently fails to return to work two weeks before the next rebid posting is posted for signing, they will not be permitted to sign for another schedule until the rebidding period following the day of actual return to work.

A copy of each toll schedule will be supplied to the Union Shop Steward the day prior to the time it is posted. Schedules may be modified only by joint agreement between the Toll Division Manager and the Chief Shop Steward. No joint approval is required if the error is an obvious contract violation or a typographical error.

17.D. Shift Assignments

1. The Authority agrees to post each work schedule three weeks in advance, except that such schedule may be amended by the Authority at any time during the first week of such posting if unforeseen circumstances (including by way of illustration but by no means limited to, political or other conventions, sporting events, fairs, festivals, centennial celebrations, dramatic events, beauty contests, concerts, closing of interchanges or construction) require such amendment. Otherwise, no shift changes shall be made following the posting of the schedule except upon the consent of the Monitors or Toll Collectors concerned. However, within the posted schedule only, Toll Collectors may, with the approval of their supervisor, make one shift change per calendar day. When such shift changes have

occurred subsequent leave requests, other than for sick leave, which is supported by a doctor's certificate, will not be permitted for the shift in question. When such approval is withheld the supervisor will, at the employee's request, set forth the reasons therefore in writing. Cancellation of a shift change will not be considered a second change provided overtime has not been committed. All changes must be posted on the schedule at the station within 48 hours after the change has occurred. A shift change is any change made by a Toll Collector altering the posted schedule. This definition is not meant to include those changes made where a Toll Collector agrees to the request of the Authority or when a Toll Collector requests additional time off when time off has previously been approved for part of the scheduled shift.

- 17.D.2. THERE ARE THREE RE-BID PERIODS ANNUALLY. THE WINTER RE-BID WILL TAKE EFFECT FOR THE FIRST FULL SCHEDULE AFTER JANUARY 1. THE SUMMER RE-BID WILL TAKE EFFECT FOR THE FIRST FULL SCHEDULE PERIOD THAT INCLUDES MEMORIAL DAY. THE FALL RE-BID WILL TAKE EFFECT FOR THE FIRST FULL SCHEDULE AFTER LABOR DAY.

17.E. Work Day

The normal workday or shift includes eight hours of duty, plus whatever time is required for "check-out" duties. Toll Collectors will be granted the equivalent of two fifteen-minute rest periods during each workday or shift and adequate time for lunch, subject to the following:

1. In those instances in which one Toll Collector is assigned to a shift, no formal relief period for rest and meal is required since adequate time for these purposes is available during the shift. Toll Collectors working a 1 shift alone will receive a premium of \$.40 per hour if scheduled to work alone for five hours or more. When necessary for the reasons described therein, the lane may be closed down as provided in Toll Collection Directive 75-3.
2. In those instances in which more than one Toll Collector is assigned to a shift, they may take rest and meal periods at such times as mutually agreed to by themselves or as assigned by their supervisor, with due consideration of the necessity for performing the work of the station without undue delay at any time, provided that, to the extent practicable, each Toll Collector will receive relief time during each shift.
3. Toll Collectors are required to interrupt lunch or other relief periods to assist in the work of the station whenever necessary. Time permitted for lunch and rest periods is considered working time. Employees are not to leave the immediate area of their

duty station during the tour of duty except when unforeseen circumstances, such as a major storm make it necessary for a Collector to leave their duty station at the request or with the approval of the supervisor to get necessary supplies.

17.F. Staffing of Toll Stations

The Authority agrees to post annually or when changes occur, at each toll station, the minimum staffing pattern for each schedule period for that station which will be in effect under normal circumstances and to send copies, for the toll stations in each Division, to the Teamster Chief Shop Steward for such Division. The parties also agree that such staffing patterns can be modified by the supervisor when, in the supervisor's judgment, conditions warrant it.

Upon advice from the Union, the Authority will review any particular problems raised with respect to staffing complements at any particular station(s).

The Director of Toll Collection and representative will meet with the Union representatives appointed for such purposes to review present minimum staffing to more realistically reflect what staffing is actually being assigned.

17.G. Assignments To Other Than Regularly Assigned Station

The parties agree that the assignment of Toll Collectors to work at toll stations other than the one to which they are regularly assigned will be made on a volunteer basis. The parties also agree that, in the event there are insufficient volunteers, Toll Collectors will be assigned, in order of least seniority, to the extent required to provide sufficient personnel for the work to be performed.

The Authority agrees to provide a mileage allowance at \$.23 per mile, or transportation by an Authority vehicle, except where the employee's residence is closer to such temporarily assigned station than their regularly assigned station.

17.H. Motor Vehicle Operators (Courier)

1. Work Day - Work Week

Motor Vehicle Operators (Courier) work 7.5 hours per day, Monday through Friday. The work hours vary by individual.

2. Uniforms and Allowances

Male employees in this title are uniformed the same as Toll

Collectors and are issued the following items of clothing:

- A total of six pair of trousers and shorts (maximum two pair of shorts)
- A total of ten shirts (maximum two polo shirts, two turtlenecks)
- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority will provide each female Motor Vehicle Operator (Courier) with the following:

- A total of six pair of slacks, shorts and skirts (maximum two pair of shorts)
- A total of ten blouses (maximum two polo shirts, two turtlenecks)
- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority further agrees to replace such garments as needed, by reason of normal wear and tear, damage on the job or unanticipated shrinkage, and to pay a uniform cleaning allowance of \$160 annually on January 31. All of the above garments are machine washable and cleaning them is the responsibility of the employee.

At the time of issue, normal uniform alterations will be made at Authority expense and subsequent alterations are to be at the expense of the employee. The Authority agrees that it will attempt to accommodate any Major size changes by substituting with more appropriate uniform sizes as available.

17.H.3. Safety Shoes

The Authority agrees to provide Motor Vehicle Operators (Courier) who have not previously received such safety equipment reimbursement for two pair of safety shoes which shall be black in color at the rate of \$100 per pair.

4. Training New Couriers

The Authority agrees to pay couriers \$2.00 per hour training pay when assigned to train new Couriers.

17.I. Carbon Monoxide Testing

The Authority will perform carbon monoxide testing on a quarterly basis at New Rochelle, Yonkers, Spring Valley, Harriman, Williamsville, Lackawanna, Black Rock and City Line. The test results will be given to the Shop Steward. All other stations would be tested upon request within two weeks of the request.

17.J. Overtime

1. Time Allowance for Availability

At the time each schedule is posted, a Schedule of Availability for Toll Overtime shall be posted at each toll station, and shall remain up for at least 15 days. Toll Collectors shall continue to indicate their availability for overtime on such schedule as at present, except that they shall be permitted to indicate such availability on all pass days, including all shifts on the compensatory pass day they receive in lieu of an Employee Organizational Leave day.

The following instruction will be permanently posted on the Schedule of Availability for Overtime:

"Explanation: If you want to volunteer for overtime with this work group - sign your name at left and draw a horizontal line through dates for which you do not want to be considered for overtime. Indicate under each date for which you volunteer for overtime the shift or shifts during all and any part of which you wish to be considered willing to work. On your scheduled days off, you may use an 'A' to indicate your wish to be considered available for all and any part of all shifts on that date. On days that you are scheduled to work, you must designate the shift or shifts all and any part of which you are willing to work on an overtime basis.

Example: Toll Collector Sessamy signs his name at the left of the Schedule of Availability for Overtime and indicates his availability to work the I Shift from 11:00 p.m. to 7:00 a.m. on September 22, 1976. An overtime opportunity arises for the three hours between 4:00 a.m. and 7:00 a.m. at the end of that shift. Toll Collector Sessamy will be considered for that overtime opportunity."

Full-time toll employees have the option of signing for particular hours or shifts on the overtime availability list. Employees must sign up in four-hour block minimums and split shifts will not be permitted.

17.J.2. Withdrawal of Availability

After the original of the Schedule of Availability has been removed from the toll station, Toll Collectors or Monitors may withdraw their availability for overtime work on one or more shifts by notifying their supervisor that they will not be available on the shift or shifts indicated. The Toll Collectors or Monitors must notify their supervisor at least 24 hours in advance of the shift entered on the Schedule of Availability by making an entry on the Unusual Occurrence Report (TA- 6310).

The supervisor may also be notified orally. The supervisor will note the withdrawal by placing an "X" or "shift withdrawn" over the shift or shifts indicated; if an "A" is indicated, an "X" will be placed over the "A" and any shift or shifts which the Collector or Monitor is still interested in working will be set forth.

3. Distribution of Overtime Opportunities

The Authority retains the right to select Toll Collectors to serve as Trainers and Authority Safety Committee representatives. In these types of situations, the employees will be treated as being on Employee Organizational Leave for overtime replacement and distribution of overtime purposes. In order to achieve a more equitable distribution of overtime opportunities, such overtime opportunities will be offered first in seniority order to Toll Collectors as hereafter set forth. Any refusals of overtime opportunities of less than eight hours and working such opportunities up to an aggregate of less than eight hours shall not affect such seniority order. After working or being assigned to work one or more overtime opportunities aggregating eight or more hours, an employee shall be deemed junior to an employee who has not reached eight hours. Among employees who have worked or been assigned overtime opportunities of eight or more hours, overtime opportunities shall be offered in order to those who have worked or been assigned the least amount of overtime within each 56 day period referred to in paragraph J. 7. Refusal of a single overtime opportunity of eight or more hours shall, for these purposes, be deemed overtime worked.

17.J.4. Distribution of Toll Collector Overtime Opportunities

Toll Collector overtime opportunities, before being offered to any full-time temporary, part-time or seasonal Toll Collectors, will be offered in the following order to eligible personnel who have signed the Schedule of Availability:

- a. regular full-time Toll Collectors from the station on pass days;
 - b. other regular full-time Toll Collectors at the station;
 - c. regular full-time Toll Collectors from other stations on pass days;
5. Implementation of paragraphs 3. through 5. above shall be subject to the standard that except for emergency situations, Toll Collectors and Monitors may not work double shifts (any two work periods, each consisting of 16 or more continuous hours, separated by an off duty break of 16 or less hours), nor any triple shifts.
 6. **Equitable Distribution of Overtime Opportunities by Seniority**

The supervisor will note the refusal of each overtime opportunity of eight hours or more, and the working of all overtime, on the Work Schedule by circling the amount of overtime worked or refused in ink. Following the expiration of the first posted Work Schedule under this Agreement, all the overtime worked or deemed worked will be accumulated and carried forward to the next posted work schedule. Following completion of the next such schedule, the following posted schedule shall again be utilized in order of seniority so that each seniority list shall extend for a period of 56 days.

7. Removal from Schedule of Availability

A supervisor will discuss with the employee a pattern of repeated instances of inability to contact the employee for overtime assignments. If, after discussion, the pattern continues, the supervisor, with the approval of the Toll Division Supervisor, may remove the employee's name from the Schedule of Availability for two schedule periods or until the current 56-day period expires.

8. Compensatory Overtime Opportunities

If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by

offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time.

17.J.9. Late Replacement Calls

Should a Toll Collector be called within one-half hour of the commencement of a scheduled shift to replace a permanent Toll Collector on an overtime basis, the Toll Collector will receive credit toward the overtime meal allowance if they report to work within 30 minutes after the shift begins.

10. Assigned Overtime

Should a Toll Collector be required by the supervisor to work a specific overtime period and subsequently be told by another supervisor to leave prior to working the entire specified period, the Toll Collector would be paid for that overtime to which they were first assigned.

11. Overtime - Restrictive Leave Status

A Toll Collector who is on restrictive leave will not be called for overtime on any day on which the employee is off on sick leave other than family sick leave, funeral leave or visits to the doctor or dentist with acceptable proof of illness. Any violation of this paragraph by the Authority will result in the automatic payment of the lost overtime earnings to the employee.

17.K. Transfers

Transfers in the Bureau of Toll Collection will be administered in accordance with the "Policy and Procedure for Transfer (Geographical Reassignment) of Personnel in the Bureau of Toll Collection" contained in the Manual for Personnel of the Bureau of Toll Collection as amended in accordance with Article 17.N. The employee's prefiled request for transfer will be acknowledged in writing by the appropriate supervisor.

The parties agree to eliminate the present requirement that a permanent Toll Collector must serve six months at the location of original appointment before being eligible to transfer. It is understood that the employee's score on the Civil Service List for their title must be reachable in the location to which the employee wishes to transfer during this six-month period.

The parties agree that if an employee refused on one occasion in a six-month period a transfer to a location of choice, the employee's name will be removed from the transfer list for that location for a period of six months. If the employee is still interested in transfer to the location in question five

months from the date of the prior refusal, the employee may resubmit their name at that time to the Division Toll Office and may transfer 28 days after that. An employee will be allowed 48 hours and no longer when responding to a transfer request.

17.L. Utilization of Regular Full-Time Toll Collectors

The parties agree that Toll Collectors who are absent due to short-term sick leave, personal leave, administrative leave or employee organizational leave will be replaced, when necessary, by regular full-time Toll Collectors. For the purposes of this Article, short-term sick leave shall mean five or fewer consecutive workdays.

17.M. Seniority for Toll Collection Employees

Seniority for Toll Collectors shall be defined as length of continuous permanent service with the Authority except that for new Toll Collectors appointed permanently on October 28, 1982 and thereafter, seniority for scheduling and vacation selection shall be determined by length of continuous permanent service as a Toll Collector.

An employee who has been reinstated following a termination or resignation or who has been voluntarily or involuntarily demoted to a Toll Collector position, shall have seniority from the date of such reinstatement or demotion for the purpose of shift selection, vacation request consideration, transfer (geographical reassignment), and for distribution of overtime opportunities.

All relevant documents, including the following procedures, will be deemed amended to conform with these definitions, which shall apply as hereafter set forth:

1. For purposes of transfer in accordance with the "Policy and Procedure for Transfer (Geographical Reassignment) of Personnel in the Bureau of Toll Collection," as modified by Article 17.M.
2. For purposes of overtime as provided in Article 17.J.
3. For purposes of vacation as provided in the "Procedure for Granting Vacation to Uniformed Employees of the Bureau of Toll Collection", as modified by Article 17. C., except that vacation requests in day blocks of five and multiples thereof take precedence over a senior employee requesting lesser than these amounts; i.e., one to four days.
4. For purposes of shift assignment as provided in Article 17.D. 3., 4. and 5.

17.N. Stools

The Authority will provide stools for each tollbooth. Toll Collectors will be permitted to sit while collecting tolls provided service to patrons is not adversely affected.

17.O. Uniforms

The Authority agrees to provide each full-time male Toll Collector with the following:

- A total of six pair of trousers and shorts (maximum two pair of shorts)
- A total of ten shirts (maximum two polo shirts, two turtlenecks)
- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority will provide each full-time female Toll Collector with the following:

- A total of six pair of slacks, shorts and skirts (maximum two pair of shorts)
- A total of ten blouses (maximum two polo shirts, two turtlenecks)
- TWO SWEATERS
- ONE WINDBREAKER
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority further agrees to replace such garments as needed, by reason of normal wear and tear, damage on the job or unanticipated shrinkage, and to pay a uniform cleaning allowance of \$160 annually on January 31. All of the above garments are machine washable. THE AUTHORITY HAS THE RIGHT TO VIEW THE ITEMS THAT NEED TO BE REPLACED, AND REQUIRE THEM TO BE TURNED BACK IN TO MANAGEMENT UPON REPLACEMENT BY THE COLLECTOR.

At the time of issue, normal uniform alterations will be made at Authority expense and subsequent alterations are to be at the expense of the employee. The Authority agrees that it will attempt to accommodate major size changes by substituting with more appropriate uniform sizes as available.

Toll Collectors will receive a shoe allowance of \$85.

17.P. Out-of-Title

A Toll Collector assigned to perform the duties of a higher level position shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title pay. Article 8.E.1.and 2. apply in determining employee's salary in out-of-title situations.

17.Q. Toll Complaint Committee

The parties agree to the formation of a Toll Complaint Committee to review the written complaints of a Toll Collector who has appropriate accruals and who believes they have been wrongfully removed from the payroll by the supervisor.

If a Toll Collector desires to have the removal reviewed, such Toll Collector must submit a written request with supporting documentation to the Toll Division Manager with a copy to the Chief Shop Steward, within five work days of the receipt of notification of removal.

The Toll Division Manager shall within three work days review such complaint and make a determination. If the Toll Division Manager decides that the employee should not be removed from the payroll, the Manager will make the necessary arrangements to cancel the removal and notify the employee. If the Toll Division Manager concurs with the removal, the Manager will forward the complaint to the Director of Labor Relations, who will attempt to settle it. If not settled within five workdays, it is considered by the full Committee. The Committee will within five workdays after receipt thereof, render a decision on the complaint. If the Committee agrees, such decision will be final and binding and not subject to further review. If there is a disagreement of the Committee, either party may request that it be pursued through the grievance procedure.

The Committee membership shall be:

Teamsters Local 72

President of Local
Designee of President

Authority

Director of Labor Relations
Director of Toll Collection

17.R. Long-Term - Short-Term Leave Definitions

Three or more consecutive shifts with or without regular days off charged to an accrual except sick leave is considered long-term leave. Forty-eight hours notice is required for such leave. Less than three consecutive shifts with or without regular days off charged to an accrual except sick leave is considered short-term leave. Requests for short-term leave may be

submitted up to 28 days prior to the start of the 28-day schedule for which the leave is being requested.

17.S. Trainers

The Authority retains the right to select Toll Collectors to serve as trainers. Collectors designated by the Assistant Toll Division Manager as instructors will be paid an additional \$2.00 per hour for all time spent in training Toll Collectors whether that time is in the toll booth or in the class room.

**ARTICLE 18
Clerical Employees**

This Article applies to full-time 37.5-hour clerical employees except where otherwise indicated.

18.A. Seniority

1. Seniority for full-time clerical employees shall be defined as length of continuous permanent service with the Authority. Such continuous service with the Authority shall apply for promotion and transfer. An employee who is terminated or resigns shall have seniority from the date of reinstatement for such purposes but shall retain all other earned benefits. Military leave, leaves of absence, Workers' Compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.
2. Seniority for half-time clerical employees shall be defined as length of continuous permanent service with the Authority. Half-time employees shall earn seniority at half time. If the half-time employee becomes a full-time employee, they will commence to earn full-time seniority plus whatever half-time seniority they carry with them.
3. Seniority is applicable for the selection of vacations.

18.B. Transfer

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time subject to subparagraph 5. below. All such requests shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated. If an employee refuses a

transfer to a particular office where the employee had previously indicated an interest, that employee's name will be removed from the transfer list for that office for one year. The employee's name will remain on the transfer list for other office for which the employee had indicated an interest. If a permanent clerical employee transfers to a temporary position, the employee can apply for subsequent permanent positions in the same title and office to which the employee transferred without regard to the one-year transfer restriction.

- 18.B.2. Where a vacancy is to be filled in a position which is newly created or reactivated, such vacancy shall be posted for a period of 14 days at the work locations of all other employees in the same title.
3. When a vacancy is to be filled in a position for which there is a transfer roster, it will be in seniority order, Thruway-wide, from such roster unless failure to do so is supported by a "skip memo". Skip memos which purport to deny such transfers only on the grounds that the employee requesting the transfer is too valuable to lose from such employee's present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.
 4. Where a vacancy is to be filled in a position for which there is a transfer roster and an eligible list, the names of candidates from the transfer roster and eligible list will be interfiled into one listing. If the top eligible list candidate is from the Department in which the vacancy exists, then that candidate will be considered prior to the consideration of the most senior transfer candidate. If this is not the case, then the most senior transfer candidate will be given first consideration, then the top eligible list candidate and alternate transfer and eligible list candidates to the extent permitted by law.
 5. The name of each employee who transfers shall be removed from all transfer rosters for a period of one year; thereafter, it may be placed upon any transfer roster as provided in paragraph 1. above.
 6. Permanent vacancies will be filled as soon as practicable after selection is made.
 7. The Authority is not obligated to consider or appoint transfer candidates to positions which will be vacant for six months or less (one year or less for temporary vacancies due to maternity leave).

- 18.B.8. A clerical employee who declines three transfer opportunities after interview will have their name removed from the transfer list for all clerical positions (except new positions) for one year from the date of the third declination.

18.C Out-of-Title

Where a clerical employee has been assigned to work in a higher-level position for less than one day, that employee will be paid out-of-title work. The determination of whether an assignment of a clerical employee constitutes out-of-title work for less than a day shall be made by the authority and will not be subject to review pursuant to article 14.

18.D Toll Collectors Assigned Clerical Positions

No part-time, temporary, seasonal or permanent Toll Collector or employees in non-competitive positions shall routinely be assigned to work in a clerical position. This does not preclude such assignments which provide for vacation relief.

18.E Mail Room AND DUPLICATING Clothing and Allowance

1. All Mailroom employees shall receive either six long sleeve shirts or short sleeve shirts/blouses and six slacks annually. In addition, they will also receive a winter jacket similar to the jackets provided to maintenance employees and will be eligible for safety shoe reimbursement as provided in Article 16.1.4.
2. The Authority agrees to pay a clothing cleaning allowance of \$95 annually pursuant to the Work Clothing Allowance Policy Statement (25-3-01) of the Authority. A quarter of this allowance will be paid on January 31, April 30, July 31 and October 31 to those Mailroom employees issued such clothing.
3. The Authority will provide to employees who have not previously received such safety equipment and whose positions require that they wear such equipment, reimbursement for two pairs of safety shoes. Purchases of safety shoes will be reimbursed up to \$100.00.

The Authority further agrees upon request of the employee to reimburse the employee for the replacement for such safety shoes for these employees and the employees who were previously issued such safety shoes at the rate set forth above, when replacement is made necessary by wear or damage on the job.

Those employees who are provided or reimbursed for such equipment shall make full appropriate use thereof.

18.F Division Headquarters Smocks

Smocks will be provided for the use of Division Headquarters clerical personnel on occasions when they are assigned duties which require protective clothing.

18.G CLERICAL EMPLOYEES SHALL NOT BE ELIGIBLE FOR SAFETY GLASSES EXCEPT WHERE THE AUTHORITY HAS DETERMINED SAFETY GLASSES TO BE NECESSARY FOR THE PERFORMANCE OF ASSIGNED DUTIES.

**ARTICLE 19
Radio Dispatching Employees**

This Article applies to all full-time Radio Dispatchers.

19.A Seniority

1. Seniority for Radio Dispatchers appointed prior to April 3, 1985 shall be defined as length of continuous permanent service with the Authority. Seniority for Radio Dispatchers appointed April 3, 1985 and thereafter shall be defined as length of continuous permanent service as a Radio Dispatcher. Seniority shall be the determining factor in the selection of shifts.
2. An Overtime Availability Schedule will be posted for a 28-day period in order of seniority. As a Radio Dispatcher works or personally refuses an overtime opportunity, their name will be placed at the bottom of the Overtime Availability Schedule.

An overtime opportunity which would cause a Radio Dispatcher's name to move to the bottom of the Overtime Availability Sheet is defined as a total of eight hours of overtime which can consist of two four hour units.
3. Selection of vacation periods shall be in order of seniority as defined in this Article. Vacation requests of one week or multiples thereof shall take precedence over vacation requests of less than five days.

19.B Scheduling

1. Assign pass days so that work blocks do not exceed five consecutive days. In the event it is impossible to avoid scheduling more than five consecutive days, the Shop Steward will be notified prior to posting of this schedule.

- 19.B.2. Except with respect to employees working steady I Shifts, employees returning from a vacation of five days or more, or a weekend off shall not be scheduled on Shift I.
3. There shall not be more than three single days off per schedule. The assignment of single days off shall be kept to an absolute minimum.
 4. No more than two different shifts may be scheduled during a sequence of workdays.
 5. Weekends are to be scheduled equally among Dispatchers.
 6. Two pass days for Dispatchers will be scheduled preceding and following any vacation period of five days or more.
 7. Schedules for Dispatchers will contain three weekends for every ten days vacation and four weekends for every fifteen days vacation.
 8. Each work schedule for Dispatchers will be posted three weeks in advance. No shift changes will be made following the posting of the schedule without the consent of the Dispatchers involved.
 9. Should a Radio Dispatcher be called within one-half hour of the commencement of a scheduled shift to replace a permanent Radio Dispatcher on an overtime basis, they will receive credit toward the overtime meal allowance if they report to work within 30 minutes after the shift begins.
 10. The parties agree to implement on a trial basis the Radio Dispatching work schedule that has been agreed upon by the Ad Hoc Authority/Union Radio Dispatching Scheduling Committee. Such trial period will be until the schedule ending closest to June 30, 1991 and at each six month period will be reviewed by the Ad Hoc Committee to ensure that it is still acceptable to the parties.

It is further agreed by the parties to waive any contractual provisions contained in Article XIX that may come into conflict with this agreed upon work schedule for the duration of this trial period.

19.C Vacation and Personal Leave Requests

The Authority shall annually in March post for Radio Dispatcher vacations. The Authority agrees to act upon Radio Dispatcher Personal Leave requests within 24 hours of the time the request is submitted.

19.D Overtime and Rest Periods

1. Radio Dispatcher overtime shall first be offered to Radio Dispatchers except on those occasions when more than one Senior Radio Dispatcher is on the shift in which such overtime opportunity occurs. Overtime will continue to be offered in accordance with seniority, and only by working, being assigned to work, or personally refusing an overtime opportunity shall a Radio Dispatcher move to the bottom of the availability sheet.
2. If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time.
3. When required overtime is necessary, the overtime opportunity will first be offered to volunteers. When no volunteers are willing to work, the overtime will be assigned in reverse seniority order. The Authority will make every effort to limit a required overtime period to not more than four hours. Each time a Dispatcher is required to work overtime it will be counted as one chargeable required overtime period and the Dispatcher will not be required to work overtime again until the other Dispatchers on this shift on the day in which the required overtime occurs have worked an equal number of such overtime periods. Required overtime will be so rotated yearly July 1 to June 30.
4. Where practicable, Radio Dispatchers shall receive the equivalent of two fifteen minute rest periods and adequate time for a meal during each shift with due consideration of the necessity of performing the work of the Bureau of Communications; such time off is considered working time during which the employee may be required to interrupt to assist in the work of the Bureau whenever necessary. When the work activity permits, Radio Dispatchers are permitted to leave the dispatching area during their lunch break as long as they remain in the Administrative Headquarters Building and are reachable over the intercom.

19.E Work Clothing and Allowance

The parties agree that those employees who received uniform clothing prior to April 4, 1996, shall instead receive a clothing/cleaning allowance of \$110 annually. A quarter of this allowance will be paid on January 31 and April 30, July 31 and October 31 to those radio dispatchers meeting the above eligibility requirements.

19.F Out-of-Title

A Radio Dispatcher assigned to perform the duties of a Senior Radio Dispatcher shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title. Article 8.E.1 and 2. apply in determining employee's salary in out-of-title situations.

19.G. Shop Steward Notification

The Radio Dispatching Shop Steward will be notified and present when possible when tapes are being played for disciplinary reasons.

19.H. Training Pay

Radio Dispatchers will receive training pay of \$2.00 per hour when assigned to train new Dispatchers during their eight week training period.

**ARTICLE 20
Administrative Headquarters Building
Maintenance Employees**

This Article applies to those full-time Administrative Headquarters Building Maintenance Employees in the following titles:

Cleaner
General Mechanic
Grounds Worker
Janitor
LABOR SUPERVISOR
MAINTENANCE ASSISTANT

20.A. Seniority

1. Seniority for full-time employees covered by this article shall be defined as length of continuous permanent service with the Authority. Such continuous service with the Authority shall apply for promotion and transfer. An employee who is terminated or resigns shall have seniority from the date of reinstatement for such purposes but shall retain all other earned benefits. Military leave, leave of absence, workers' compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.

20.A.2. Seniority for half-time Cleaners shall be defined as length of continuous permanent service with the Authority. Half-time employees shall earn seniority at half-time. When the half-time employee becomes a full-time employee, the employee will commence to earn full-time seniority plus whatever half-time seniority carried by such employee.

3. Seniority is applicable for the selection of vacations.

20.B. Out-of-Title

An employee of the Administrative Headquarters Building Maintenance Unit who is assigned to perform the duties of a higher level position shall be eligible for out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title pay. Article 8.E.1. and 2. apply in determining employee's salary in out-of-title situations.

20.C. Overtime

Overtime will be rotated according to seniority among qualified employees taking into consideration the physical limitations of the employee.

20.D. Work Clothing and Allowance

1. The Authority agrees to provide two sets of summer and two sets of winter work clothing to all employees in the Administrative Headquarters Building Maintenance Unit presently eligible for work clothing. However, female Janitors and Cleaners will receive two blouses and two slacks and two smocks twice a year.
2. The Authority will pay a work clothing cleaning allowance of \$110.00 annually to these employees, pursuant to the Work Clothing Allowance Policy Statement (25-3-01) of the Authority. A quarter of this allowance will be paid on January 31, April 30, July 31, and October 31. Half-time employees receive one half of the annual allowance.
3. The Authority agrees to provide several raincoats or rain suits for use by the Administrative Headquarters Building Staff.
4. The Authority will provide to employees who have not previously received such safety equipment and whose positions require that they wear such equipment, reimbursement for two pairs of safety shoes. Purchases of safety shoes will be reimbursed up to \$100.00.

The Authority further agrees upon request of the employee, to reimburse the employee for the replacement for such safety shoes for these employees and the employees who were previously issued such safety shoes at the rate set forth above, when replacement is made necessary by wear or damage on the job.

Those employees who are provided or reimbursed for such equipment shall make full appropriate use thereof.

20.E. Lockers

The Authority agrees to provide lockers in the Administrative Headquarters Building for Administrative Headquarters Building Maintenance Staff.

ARTICLE 21
Code of Fair Practices

21.A. Americans With Disabilities Act

The parties recognize that the employer may take the actions necessary to comply with the Americans With Disabilities Act.

21.B. Appointment, Assignment And Promotion Of Authority Personnel

The Union and Authority agree that they will admit to membership, appoint, assign, and promote Authority personnel on the basis of merit and fitness, without regard to race, color, creed, national origin, religion, sex, disability, Veteran's status, arrest record, marital status, pregnancy, sexual preference or age, unless it related to a bona fide occupational qualification.

21.C. Union And Authority Action

In performing services for their members and the public, the Union and the Authority agree that they will not lawfully discriminate because of race, color, creed, national origin, religion, sex, disability, Veteran's status, arrest record, marital status, pregnancy, sexual preference or age, nor will the Authority authorize or permit the use of Authority facilities in the furtherance of discriminatory practices.

21.D. Training For Job Opportunities

All educational and vocational guidance programs and all apprenticeship and on-the-job training programs for the Authority will be conducted to encourage the fullest development of interests and

aptitudes, without regard to race, color, creed, national origin, religion, sex, disability, Veteran's status, arrest record, marital status, pregnancy, sexual preference or age.

21.E. Union and Authority Forms

The Union and the Authority will avoid in forms or requests for information any item or inquiry expressing any limitation or specification as to race, color, creed, national origin, religion, sex, disability, Veteran's status, arrest record, marital status, pregnancy, sexual preference or age, unless the item or inquiry is expressly required by statute or is required in good faith for a proper purpose.

21.F. Cooperation with New York State Division Of Human Rights

The Union and the Authority, in accordance with the provisions and intent of the New York State Constitution and laws against discrimination, will cooperate fully with its requests and recommendations for effectuating the State's policy against discrimination.

21.G. Conduct By Union and Authority Representatives

The Union and the Authority will be ever mindful of the democratic heritage of the State which abhors any unlawful discrimination on the basis of race, color, creed, national origin, religion, sex, age, disability, arrest record, Veteran's status, marital status, pregnancy or sexual preference and will take all necessary steps to effectuate the provisions and intent of this Article.

21.H. No Discrimination

The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, religion, age, sex, disability, or sexual preference. The Authority agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, religion, sex, age, arrest record, Veteran's status, marital status, pregnancy or disability.

**ARTICLE 22
Counsel Costs**

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in while in the Authority's service during working hours, such time will be considered as time worked and the employee will be paid accordingly.

The Authority shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded. This shall not apply to crimes or accidents involving gross or criminal negligence.

The Authority shall assume all responsibility for all court costs, legal fees and bail bond fees for any employee who is involved in any accident during working hours in the scope and course of the employee's employment and shall assume all responsibility for all judgments and awards against an employee who is involved in accidents during working hours and in the scope and course of the employee's employment, which result through court action against said employee. This shall not apply to crimes or accidents involving gross or criminal negligence.

ARTICLE 23

Limits of Agreement

The parties agree that this is the entire Agreement between the Authority and the Union and they acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement, in accordance with the provisions hereof.

ARTICLE 24

Statutory Limitations

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

To the extent that this Agreement conflicts with any Authority practice, procedure, directive or policy, the provisions of this Agreement will be controlling.

The parties further agree that any portion of this Agreement which conflicts or comes into conflict with a statutory or other obligation of the Authority will be invalid, but all other portions will remain in effect.

FOR THE NEW YORK STATE THRUWAY AUTHORITY

MICHAEL R. FLEISCHER
Executive Director

**FOR LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

MARTIN LATKO
President

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/08

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
5	11.60	12.44	13.44	14.44	15.56	16.50	16.74
6	12.14	13.02	14.04	15.08	16.18	17.30	17.55
7	12.62	13.55	14.58	15.65	16.85	18.00	18.26
8	13.19	14.15	15.24	16.30	17.47	18.77	19.04
9	13.79	14.81	15.91	17.01	18.24	19.69	19.98
10	14.45	15.49	16.64	17.77	19.11	20.50	20.80
11	15.13	16.24	17.41	18.58	19.98	21.38	21.69
12	15.78	16.95	18.17	19.44	20.88	22.29	22.62
13	16.55	17.75	19.06	20.30	21.86	23.21	23.55
14	17.33	18.58	19.91	21.20	22.92	24.25	24.60

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 07/01/08

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
4	22,647	24,273	26,064	27,851	29,881	31,887	32,345
5	23,520	25,216	27,048	28,879	31,017	33,075	33,552
6	24,622	26,403	28,277	30,150	32,343	34,571	35,069
7	25,682	27,542	29,469	31,397	33,745	36,043	36,564
8	26,824	28,772	30,743	32,716	35,111	37,628	38,172
9	28,130	30,180	32,243	34,307	36,773	39,571	40,144
10	29,433	31,580	33,788	35,995	38,591	41,361	41,961
11	30,833	33,086	35,403	37,713	40,486	43,258	43,887
12	32,248	34,612	37,056	39,499	42,380	45,201	45,859
13	33,811	36,293	38,859	41,422	44,277	46,838	47,522
14	35,431	38,035	40,818	43,600	46,737	49,588	50,313
15	37,023	39,753	42,848	45,946	48,820	52,475	53,242

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/09

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
5	11.95	12.81	13.84	14.87	16.03	17.00	17.24
6	12.50	13.41	14.46	15.53	16.67	17.82	18.08
7	13.00	13.96	15.02	16.12	17.36	18.54	18.81
8	13.59	14.57	15.70	16.79	17.99	19.33	19.61
9	14.20	15.25	16.39	17.52	18.79	20.28	20.58
10	14.88	15.95	17.14	18.30	19.68	21.12	21.42
11	15.58	16.73	17.93	19.14	20.58	22.02	22.34
12	16.25	17.46	18.72	20.02	21.51	22.96	23.30
13	17.05	18.28	19.63	20.91	22.52	23.91	24.26
14	17.85	19.14	20.51	21.84	23.61	24.98	25.34

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 07/01/09

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
4	23,326	25,001	26,846	28,687	30,777	32,844	33,315
5	24,226	25,972	27,859	29,745	31,948	34,067	34,559
6	25,361	27,195	29,125	31,055	33,313	35,608	36,121
7	26,452	28,368	30,353	32,339	34,757	37,124	37,661
8	27,629	29,635	31,665	33,697	36,164	38,757	39,317
9	28,974	31,085	33,210	35,336	37,876	40,758	41,348
10	30,316	32,527	34,802	37,075	39,749	42,602	43,220
11	31,758	34,079	36,465	38,844	41,701	44,556	45,204
12	33,215	35,650	38,168	40,684	43,651	46,557	47,235
13	34,825	37,382	40,025	42,665	45,605	48,243	48,948
14	36,494	39,176	42,043	44,908	48,139	51,076	51,822
15	38,134	40,946	44,133	47,324	50,285	54,049	54,839

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/10

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
5	12.31	13.19	14.26	15.32	16.51	17.51	17.76
6	12.88	13.81	14.89	16.00	17.17	18.35	18.62
7	13.39	14.38	15.47	16.60	17.88	19.10	19.37
8	14.00	15.01	16.17	17.29	18.53	19.91	20.20
9	14.63	15.71	16.88	18.05	19.35	20.89	21.20
10	15.33	16.43	17.65	18.85	20.27	21.75	22.06
11	16.05	17.23	18.47	19.71	21.20	22.68	23.01
12	16.74	17.98	19.28	20.62	22.16	23.65	24.00
13	17.56	18.83	20.22	21.54	23.20	24.63	24.99
14	18.39	19.71	21.13	22.50	24.32	25.73	26.10

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 07/01/10

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
4	24,026	25,751	27,651	29,548	31,700	33,829	34,314
5	24,953	26,751	28,695	30,637	32,906	35,089	35,596
6	26,122	28,011	29,999	31,987	34,312	36,676	37,205
7	27,246	29,219	31,264	33,309	35,800	38,238	38,791
8	28,458	30,524	32,615	34,708	37,249	39,920	40,497
9	29,843	32,018	34,206	36,396	39,012	41,981	42,588
10	31,225	33,503	35,846	38,187	40,941	43,880	44,517
11	32,711	35,101	37,559	40,009	42,952	45,893	46,560
12	34,211	36,720	39,313	41,905	44,961	47,954	48,652
13	35,870	38,503	41,226	43,945	46,973	49,690	50,416
14	37,589	40,351	43,304	46,255	49,583	52,608	53,377
15	39,278	42,174	45,457	48,744	51,794	55,670	56,484

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/11

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
5	12.80	13.72	14.83	15.93	17.17	18.21	18.47
6	13.40	14.36	15.49	16.64	17.86	19.08	19.36
7	13.93	14.96	16.09	17.26	18.60	19.86	20.14
8	14.56	15.61	16.82	17.98	19.27	20.71	21.01
9	15.22	16.34	17.56	18.77	20.12	21.73	22.05
10	15.94	17.09	18.36	19.60	21.08	22.62	22.94
11	16.69	17.92	19.21	20.50	22.05	23.59	23.93
12	17.41	18.70	20.05	21.44	23.05	24.60	24.96
13	18.26	19.58	21.03	22.40	24.13	25.62	25.99
14	19.13	20.50	21.98	23.40	25.29	26.76	27.14

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 07/01/11

<u>Grade</u>	<u>Hiring Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
4	24,987	26,781	28,757	30,730	32,968	35,182	35,687
5	25,951	27,821	29,843	31,862	34,222	36,493	37,020
6	27,167	29,131	31,199	33,266	35,684	38,143	38,693
7	28,336	30,388	32,515	34,641	37,232	39,768	40,343
8	29,596	31,745	33,920	36,096	38,739	41,517	42,117
9	31,037	33,299	35,574	37,852	40,572	43,660	44,292
10	32,474	34,843	37,280	39,714	42,579	45,635	46,298
11	34,019	36,505	39,061	41,609	44,670	47,729	48,422
12	35,579	38,189	40,886	43,581	46,759	49,872	50,598
13	37,305	40,043	42,875	45,703	48,852	51,678	52,433
14	39,093	41,965	45,036	48,105	51,566	54,712	55,512
15	40,849	43,861	47,275	50,694	53,866	57,897	58,743

SEE ARTICLE VIII.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
ADVANCE INCREMENT PROGRAM
SALARY SCHEDULE

Construction Equipment Operator (Light) 8C

	<u>Maximum</u>	<u>First Additional Step*</u>
Effective 07/01/08	20.69	21.44
Effective 07/01/09	21.31	22.06
Effective 07/01/10	21.95	22.70
Effective 07/01/11	22.83	23.58

Maintenance Assistant (Mechanic) 8M

	<u>Maximum</u>	<u>First Additional Step*</u>
Effective 07/01/08	21.65	22.40
Effective 07/01/09	22.30	23.05
Effective 07/01/10	22.97	23.72
Effective 07/01/11	23.89	24.64

* Awarded after completion of five years satisfactory service at the maximum.

APPENDIX B

HOLIDAY SCHEDULING FOR TOLL EQUIPMENT MAINTENANCE AND SERVICE AREA MAINTENANCE FOR THOSE HOLIDAYS SET FORTH IN ARTICLE 12.A.1.

The following scheduling method should be used for Unit I Toll Equipment Maintenance and Service Area Maintenance employees when a holiday falls within the scheduling period:

1. Schedule employees four pass days so that no employee's pass day falls on the holiday;
2. On a rotating basis (with seniority as the guideline) schedule off those employees not needed on the holiday. The number of employees so scheduled would depend on work load and/or traffic volume.

Following are examples of this scheduling method:

EMPLOYEE A - Not scheduled to work holiday

THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED
10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17
X	X	R	R	H	R	R	R	R	R	X	X	R	R

In the above example, the employee did not work the holiday or any pass days, and, therefore, submitted the following cards:

9 R cards - 72 hours
1 Holiday card- 8 hours

TOTAL 80 hours

EMPLOYEE B - Scheduled to work holiday

THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED
10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17
X	X	R	R	R/H	R	R	R	R	R	X	X	R	R

Employee B worked the holiday. Therefore, the following cards would be submitted:

9 R cards 72 hours
1 Holiday card- 8 hours
1 Overtime card - 12 hours
 8 hours (at time
 and one-half)

NOTE: In a schedule period during which there is a holiday, if an employee works the holiday or one pass day, the employee is compensated at the rate of time and one-half for the hours worked on these days, provided the employee has been in full pay status for the other days in the schedule. Full pay status means either working, use of accruals, or on other leave with full pay.

**APPENDIX C
EXAMPLES OF THE APPLICATION OF
ARTICLE 8.G.1. (NIGHT SHIFT DIFFERENTIAL)**

A Radio Dispatcher, working a shift from 8:00 a.m. to 4:00 p.m., works two hours overtime from 4:00 p.m. to 6:00 p.m., is entitled to night shift differential pay for the two hours worked beyond their regular shift.

A Radio Dispatcher working a shift from 12:00 Midnight to 8:00 a.m. also works two hours overtime, to 10:00 a.m. The Dispatcher is entitled to night shift differential pay for the eight hours between 12:00 Midnight and 8:00 a.m., and not for the two hours between 8:00 a.m. and 10:00 a.m.

A Radio Dispatcher on a pass day is called in to work overtime for the last two hours of a "II Shift" and the first two hours of a "III Shift," from 2:00 p.m. to 6:00 p.m. The Dispatcher is entitled to night shift differential pay for the two hours worked between 4:00 p.m. and 6:00 p.m.

A Unit I employee has a regular work schedule, Monday through Friday, from 4:30 p.m. until 12:30 a.m. This is not a "shift," because no other Unit I employees work the preceding or following eight hour periods, but this work day includes more than four hours outside regular day shift hours, so the employee is entitled to night shift differential pay for the entire shift.

A Computer Operator regularly works from 4:00 p.m. until 12:00 Midnight. The Operator receives night shift differential pay for the entire shift. If Operators work overtime, until 1:00 a.m., they also receive night shift differential pay for that hour. If they work overtime, from 3:00 p.m. to 4:00 p.m., they do not receive night shift differential pay for that overtime hour.

**APPENDIX D
DEFINITIONS**

Full-Time Employee - is an employee assigned to a permanent or temporary full-time position which requires 80 or 75 hours of work per biweekly pay period; 19 days within 28 day period for Toll personnel and Radio Dispatchers.

Short-Term Temporary Employee - is a temporary employee without permanent status appointed for duration of less than 60 days. These employees are not covered by this Contract.

Seasonal Position - a position created for a specific Authority program related to climatic conditions. (Toll-May 15 to September 15; Maintenance-April 15 to November 15)

Seasonal Employee - is an employee appointed to a seasonal position, or who replaces an employee appointed to a seasonal position. A permanent employee who is appointed to a seasonal position remains a permanent employee. (Seasonal employees are not covered by this Contract nor the Attendance Rules For Employees Of The New York State Thruway Authority.)

Promotion - is the movement of an employee to a higher salary grade (excluding out-of-title assignments).

PART-TIME TOLL COLLECTOR
SUPPLEMENT TO THE MARCH 19, 2009 AGREEMENT
BETWEEN
THE NEW YORK STATE THRUWAY AUTHORITY
AND
LOCAL 72
NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR NEGOTIATING UNIT I

The purpose of this Supplement is to present those employee rights and benefits accruing to Part-time Toll Collectors (PTTCS) as a result of labor negotiations that occurred in 2005.

The Articles of the main Unit I Agreement that apply in whole or in part to PTTCS are enumerated below.

ARTICLE 1 - Statement of Joint Purpose

ARTICLE 2 - Recognition

ARTICLE 3 - Term of Agreement

The term of this Supplement will be from the date hereof to the close of business JUNE 30, 2012.

ARTICLE 4 - Payroll Deduction for Dues

The parties agree that a payroll deduction for Dues and Agency Shop Fees only will be made under this Article.

ARTICLE 5 - Employee Organization Rights

- A. Chief Shop Stewards/Shop Stewards
- B. Labor/Management Meetings
- C. Information to Union Concerning Employees in this Negotiating Unit
- D. Employees to be Furnished Copies of this Agreement
- F. Leave With Pay for Negotiations and Pre-negotiations

The parties agree to grant no more than 96 work hours of Employee Organizational Leave with Pay per Contract period to four PTTCS for pre-negotiating meetings. Four PTTCS will also be granted Employee Organizational Leave with Pay to participate in Contract negotiations.

- G. Use of Authority Facilities by the Union
- H. Access by Authority Employees to Union Representatives
- I. Agency Shop
- J. Copy of Publications
- K. Bulletin Boards

ARTICLE 6 - Management Responsibilities

ARTICLE 7 - Union Responsibilities

ARTICLE 8 - Salaries and Salary Benefits

8.A. SALARY

- **EFFECTIVE JULY 1, 2008, THE SALARY WILL BE INCREASED TO:**
 1. **\$11.42 FOR THE FIRST YEAR OF SERVICE**
 2. **\$11.75 FOR THE SECOND YEAR OF SERVICE**
 3. **\$12.18 FOR THE THIRD YEAR OF SERVICE**
 4. **\$12.65 FOR THE FOURTH YEAR OF SERVICE**
 5. **\$13.16 FOR THE FIFTH YEAR OF SERVICE**
 6. **\$13.36 FOR THE SIXTH YEAR OF SERVICE**
- **EFFECTIVE JULY 1, 2009, THE SALARY WILL BE INCREASED TO :**
 1. **\$11.76 FOR THE FIRST YEAR OF SERVICE**
 2. **\$12.10 FOR THE SECOND YEAR OF SERVICE**
 3. **\$12.55 FOR THE THIRD YEAR OF SERVICE**
 4. **\$13.03 FOR THE FOURTH YEAR OF SERVICE**
 5. **\$13.55 FOR THE FIFTH YEAR OF SERVICE**
 6. **\$13.76 FOR THE SIXTH YEAR OF SERVICE**
- **EFFECTIVE JULY 1, 2010, THE SALARY WILL BE INCREASED TO:**
 1. **\$12.11 FOR THE FIRST YEAR OF SERVICE**
 2. **\$12.46 FOR THE SECOND YEAR OF SERVICE**
 3. **\$12.93 FOR THE THIRD YEAR OF SERVICE**
 4. **\$13.42 FOR THE FOURTH YEAR OF SERVICE**
 5. **\$13.96 FOR THE FIFTH YEAR OF SERVICE**
 6. **\$14.17 FOR THE SIXTH YEAR OF SERVICE.**
- **EFFECTIVE JULY 1, 2011, THE SALARY WILL BE INCREASED TO:**
 1. **\$12.59 FOR THE FIRST YEAR OF SERVICE**
 2. **\$12.96 FOR THE SECOND YEAR OF SERVICE**
 3. **\$13.45 FOR THE THIRD YEAR OF SERVICE**
 4. **\$13.96 FOR THE FOURTH YEAR OF SERVICE**
 5. **\$14.52 FOR THE FIFTH YEAR OF SERVICE**
 6. **\$14.74 FOR THE SIXTH YEAR OF SERVICE.**

8.G. Night Shift Differential

1. **PTTCS will receive a shift differential of \$.40 per hour for each full hour of work between 3:00 p.m. and 11:00 p.m. and \$.60 per hour for each full hour of work between 11:00 p.m. and 7:00 a.m.**
2. **The shift differential will be paid 16 days after the end of the pay period in which the night shift was worked.**

3. The night shift differential will be considered to be part of salary for retirement purposes.

ARTICLE 9 - Retirement

- A. Retirement Benefits for Authority Employees
- C. Written Waiver
- D. Deduction from Retirement Allowances for Union Dues

ARTICLE 10 - Insurances/Welfare Fund

- A. Supplemental Benefit Payment

Effective July 1, 2005 PTTCs who have worked 70 hours in a 28 day schedule will receive a Supplemental Benefit Payment from the Authority, in lieu of health insurance, welfare fund benefits and paid leave, of \$125 per schedule for those employees with less than one year of Authority service, \$135 per schedule for employees with one to two years of Authority service, and \$145 per schedule for those PTTCs with more than two years of Authority service. These payments will be made for each 28-day schedule in which 70 hours have been worked.

The Authority will contribute \$8.00 to a special fund for each supplemental benefit payment made. The payments will be used to establish a new disability insurance program for eligible PTTCs and will commence and continue upon submission to the Authority certification of the operation of such plan. Upon receipt of proof from teamsters local 72 of an increased benefit plan, the authority will increase its contribution to the special fund from \$8.00 to \$16.00 for each supplemental benefit payment made.

ARTICLE 11 – Work Day, Work Week and Overtime

- A. Work Day and Work Week

PTTCs are scheduled to work on an as needed basis.

- C. Meal Allowances for Overtime Work

- D. Overtime Worked

The parties agree that PTTCs who work in excess of eight hours per day or 40 hours per week will be paid overtime at the rate of one and one-half times their hourly salary.

E. Alone I Shift Premium

PTTCS working a Shift I alone will receive a premium of \$.40 per hour if scheduled to work alone on Shift I for five hours or more.

ARTICLE 12 - Leave With Pay

12.I. Workers' Compensation Leave With Pay

PTTCS will be eligible for whatever Workers' Compensation Benefits the law allows.

12.N. Military Leave

PTTCS will be eligible for whatever leave the law allows.

ARTICLE 13 - Employee Rights and Benefits

- A. Health and Safety (1., 2., 4. AND 5. ONLY)
- B. Toll-Free Travel

The parties agree that the Authority will provide toll-free travel from the interchange nearest the PTTC's residence to the PTTC's work location.

- C. Class Specifications and Duty Statements of Positions
- F. Parking Facilities
- H. Reimbursement for Personal Property Damage
- K. Personal History Folders

13.M. Shift One Salary Checks

Salary checks shall be sent in sufficient time that I Shift employees may receive such checks at the conclusion of their shift on Friday morning.

13.N. Overtime Checks

All overtime will be paid by check 16 days after the end of the pay period in which the overtime was worked.

ARTICLE 14 - Grievance Procedure

ARTICLE 15 – Review Procedure For PTTC Dismissals

A review Committee shall be established to review proposed dismissals of Part-Time Toll Collectors. The Committee will consist of one (1) member appointed by the Authority and one (1) member appointed by the Local 72. The third member will be the NYSTA General Counsel.

Prior to the Part-Time Toll Collector being dismissed the Authority shall notify the employee of the Authority's intention to terminate their employment, the effective date of such termination and shall provide the reasons for the termination. The employee shall be offered an opportunity to have the proposed dismissal placed before the Committee for review. The employee shall reply to the notice and request a review on a form provided with the notice within eight days following the service of the notice. Failure to request review will result in the employee's dismissal on the specified effective date without further review.

When an employee requests review of the proposed termination, the Committee will review the matter, take evidence and make a final and binding determination as to whether the Part-Time Toll Collector should be dismissed. The review will take place prior to the effective date of the proposed dismissal. The employee may attend the Committee review and make a statement to the Committee. The determination will be reached by a majority vote conducted by secret ballot and shall be reported only as approving or disapproving the dismissal. Should the Committee vote to disapprove the dismissal it shall determine what if any penalty shall be imposed.

ARTICLE 16 - Part-Time Toll Collection Employees

16. A. Equitable Distribution of Work Hours

1. PTTCs must designate which of the following areas for which they will be available for work. A PTTC in addition to a designated area may also indicate their availability for work in one or more stations of another area.

New York Division

Area 1 - New Rochelle
Area 2 - Yonkers
Area 3 - Tappan Zee Bridge
Area 4 - Spring Valley
Area 5 - Woodbury
Area 6 - Harriman
Area 7 - Newburgh/New Paltz

Albany Division

Area 1 - Stations 19 - 21
Area 2 - Berkshire Section,
Stations 21B - 22
Area 3 - Stations 23 - 25A
Area 4 - Stations 26 - 29

Syracuse Division

Area 1 - Stations 29A - 31
Area 2 - Stations 32 - 34
Area 3 - Stations 34A - 39
Area 4 - Stations 40 - 42
Area 5 - Stations 43 and 44

Buffalo Division

Area 1 - Stations 45 and 46
Area 2 - Stations 47 - 48A
Area 3 - Stations 48A - 50
Area 4 - Stations 55 - 58
Area 5 - Stations 58 - 61
Area 6 - Niagara Section

- 16.A 2. PTTCs must indicate the same availability for all stations within their designated area.
3. PTTCs will be required to indicate their availability for work within their designated area and any other stations outside of their designated area for which they wish to make themselves available. Such availability will be submitted to the Toll Division Manager's office six weeks in advance of the first schedule to be worked under this system. PTTCs will be given two weeks in advance of the six-week deadline to indicate their availability. Such availability will be in effect for the following TWO schedules. After this TWO-schedule period, this process will again be followed.

NOTE: PTTCs will indicate their availability in the same fashion as full-time Toll Collectors do for overtime for all dates.

4. After receipt of such availability by the Toll Division Manager's office, PTTC work assignments then known including traffic shifts, requests for vacation, check-out and long-term sick leave received within seven days of the full-time work schedule posting will initially be assigned within the PTTC's designated area and other indicated stations in accordance with the PTTC's availability. Such assignments will be in seniority order.

For pre-assigned shifts, Part-Time Toll Collectors will receive a proportionate share of available shifts based upon their availability. This will be accomplished by determining their available hours per 28-day schedule and dividing that by 672 hours, which is the total number of available hours per 28-days schedule period. For example, a Part-Time Toll Collector available from 0700 to 1500 on Saturdays and Sundays (64 hours) proportionate share would be calculated by dividing 64

hours by 672 hours.

Thereafter, PTTC work which becomes available will be offered to Part-Time Toll Collectors consistent with their availability. Should a pre-assigned shift be subsequently canceled by the Authority, the PTTC assigned to that shift will be given first opportunity for subsequent call-out work during the remaining scheduling period consistent with their availability.

Refusals of Part-Time Toll Collector work is a basis for the termination of the Part-Time Toll Collector's employment, provided such Part-Time Toll Collector had indicated availability for such work assignments, however, a Part-Time Toll Collector may cancel up to two shifts per 28 day schedule.

16.A. 5. Major changes in PTTC availability - for example: a move of a Part-Timer's residence, change in the work hours or location of another position which the Part-Timer holds, or an unusual change in the personal circumstances of a Part-Timer will be permitted. No other changes in availability will be permitted.

6. Seniority for the purposes of equitable distribution of PTTC work hours is defined as:

Date of first appointment as a PTTC. Breaks of less than one year in PTTC service will not be counted as a break in service and such time will be counted as good service. Breaks of one year or more will be considered a break in service and no prior PTTC service will be counted.

7. A joint Labor/Management Committee will be established to study and make recommendations regarding equitable distribution of:

Pre-assigned and unscheduled work hours.

Present supplemental payment work hour threshold.

Scheduling for work hours in predetermined blocks.

Ways to enable PTTCs to become eligible for participation in State Health Plans on a direct pay basis.

A report will be issued within six months of May 1, 1992.

16.B. Holidays

In addition to a PTTC's indication of availability for other holidays, PTTCs must be available for work on the six major holidays:

Memorial Day (Legal holiday)
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

All work performed on the above six holidays by a PTTC will be paid at time and one-half of their regular rate of pay. Holiday pay will be applied to the particular holiday and overtime pay will be applied to the previous day worked when working the holiday means the employee has exceeded 40 hours in the work week.

Each PTTC will be assigned to work a maximum of four of the six holidays (two summer and two winter). PTTCs will indicate their holiday preference, the assignment of such holiday work will be in an equitable manner over the life of the Contract to ensure that no PTTC is scheduled to work the same holiday each year.

It is understood that should traffic conditions warrant additional staffing on a specific holiday beyond that which has been scheduled, additional PTTCs may be assigned to work the specific holiday. Such assignments will be on a reverse seniority basis.

16.C. Posting of Schedules

The parties agree that the shifts assigned PTTCs are to be posted at each station for that station within a reasonable period of time.

16.D. Reassignment of PTTCs

The parties agree that PTTCs who report to an assigned work location to work and are then reassigned to another work location will be paid for all time spent traveling to the new work location plus a travel allowance of 23 cents per mile.

16.E. Uniforms

The parties agree that PTTCs averaging 80 hours of work in each 28-day schedule will be provided with four shirts, two pants, one sweater and one winter coat. The parties understand that women may request skirts and that short and long sleeve shirts are involved. All other PTTCs will be provided four shirts and one sweater.

16.F. Preference When Filling Full-Time Positions

The parties agree that the Authority will give preference in seniority order to those PTTCs who are reachable for appointment from the Civil Service List when filling full-time Toll Collector positions.

16.G. Cancellation of a Shift

The parties agree that if a PTTC shift or assignment is canceled, the Authority will attempt to notify the employee at least 24 hours in advance of the cancellation. In addition, if the employee reports to work on any assigned workday and that work is subsequently canceled, the PTTC will be assigned duty for four hours and paid for such time.

16.H. Replacing a Full-Time Employee

The parties agree that when a PTTC is replacing a full-time Toll Collector they will receive the same lane assignment as the full-time Collector would have received.

16.I. Lockers

The parties agree that the Authority will install lockers for use by PTTCs in those toll utility buildings where space permits.

16.J. PTTC Check-out Pay

PTTCs are eligible for check-out pay according to the following schedule:

<u>80 hours worked</u>	<u>Pay in January 1993 and each January thereafter</u>
11 TO 13 schedules	2 days
7 TO 10 schedules	1 day
3 TO 6 schedules	1/2 day

16.K. Shift Swapping

PTTCs may swap shifts between Toll Stations with supervisory approval. The schedule shift and workday must remain the same.

16.L. Job Abandonment

A six-month absence without authorization or twelve months with authorization shall be deemed as Job Abandonment by the PTTC.

ARTICLE 21 - Code Of Fair Practices

- A. Americans with Disabilities Act**
- B. Appointment, Assignment and Promotion of
Authority Personnel**
- C. Union and Authority Action**
- D. Training For Job Opportunities**
- E. Union and Authority Forms**
- F. Cooperation with State Division of Human Rights**
- G. Conduct By Union and Authority Representatives**
- H. No Discrimination**

ARTICLE 22 - Counsel Costs

ARTICLE 23 - Limits of Agreement

ARTICLE 24 - Statutory Limitations

FOR THE NEW YORK STATE THRUWAY AUTHORITY

MICHAEL R. FLEISCHER
Executive Director

**FOR LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

MARTIN LATKO
President